

(3)
No. 89-1474

Supreme Court, U.S.
FILED
AUG 13 1990
JOSEPH F. SPANIOLO, JR.
CLERK

In The
Supreme Court of the United States
October Term, 1990

McDERMOTT INTERNATIONAL, INC.,
Petitioner,
vs.

JON C. WILANDER,
Respondent.

On Writ Of Certiorari To The United States
Court Of Appeals For The Fifth Circuit

JOINT APPENDIX

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Petition For Certiorari Docketed March 20, 1990
Certiorari Granted June 18, 1990

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RELEVANT DOCKET ENTRIES
UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

JON C. WILANDER CIVIL ACTION NO. CV84-2014
VERSUS
McDERMOTT INTERNATIONAL, INC.

<u>DATE</u>	<u>NR.</u>	<u>PROCEEDINGS</u>
08-02-84	1	Complaint
09-20-84	4	Answer (D) to Complaint
03-07-88	78	MINUTES - T w/jury (1st Day): Conference held in chambers; ct. rules seaman status will be tried to jury first and then liability and damages will be tried to same jury; Mrs. Bercier objects to bifurcation of seaman status from liability portion of trial; the ct.'s reasons for ruling are dictated.
03-08-88	79	MINUTES - T w/jury (2nd Day): Conf. held in chambers; an Offer of Proof is made by Mr. Jones by reading lines 20-25, page 20 and the first line on page 21 of Mr. Wilander's deposition. The ct. rules it is not relevant to subject matter being asked; ct. questions a spectator in audience and determines she came w/juror #50 and ct. cautioned spectator not to talk to Mrs. Thibodeaux about the case; Mr. Doyle orally moves that the affidavit attached to the motion for summary judgment filed in 1986 be stricken and the motion for SJ granted, and suit be dismissed and the P taxed for costs of

defense; ct. rules Mr. Wilander admitted his testimony was not from personal knowledge; that he cannot remember; motion is denied; oral motion by Mr. Doyle to strike the entire testimony of Mr. Wilander on direct examination and instruct jury to disregard it is taken up; ct. agrees w/Mr. Doyle, it is not a credibility question; Mr. Wilander testified on matters that were not from his personal knowledge; the motion to strike is denied; oral motion by Mr. Doyle for a limited instruction to jury is denied; ct. may modify its standard charge and both sides are instructed to submit proposed charges; stipulated that McDermott International¹ is a corporation originating under laws of New Jersey and its principal place of business is in New Orleans, LA, 1010 Common St.

- 03-09-88 80 MINUTES - T w/jury (3rd Day): Stipulation is entered by and between counsel, where the vessel Gates Tide was under contract to McDermott at the time of the accident.
- 03-10-88 81 MINUTES - T w/jury (4th Day): Objections to ct.'s charge are noted on record; jury found the P to be a seaman; T as to liability and damages continued to 4-25-88 at 9:00 AM before same jury.
- 03-10-88 93 MINUTES - T w/jury (4th Day): Minutes of ct. are amended to include the following: Oral motion by Mr. Jones to reopen the evidence for

¹ This is a misprint; this should have been "McDermott, Inc.," see 03-17-88 entry.

the purpose of making an offer of proof is granted and P's tax returns for years 1982 and 1983 are received as P's Offer of Proof #1; at close of all evidence, Mr. Jones moves for directed verdict on all issues and motion is denied; at close of all evidence Mr. Doyle moves for a directed verdict and argues the jurisdiction in question, the motion is overruled; Mr. Doyle moves for a directed verdict on all issues and the motion is denied.

03-17-88 94

MINUTES-SC: By agreement of counsel, stipulation entered into 3-8-88 should show that McDermott is a Delaware Corp. w/principal place of business in New Orleans, LA; at the suggestion of the ct., a settlement conf. is held w/EFH, JR on damages.

07-26-88 118

MINUTES - T w/jury (5th Day): Mr. Doyle objects to introduction of depo of James Boudreaux and ct. rules it is admissible only insofar as his knowledge of activities of company he works for. The excluded portions of Boudreaux depo are made P's Offer of Proof #2; report by Allen G. Simmons is made P's Offer of Proof #3.

07-27-88 119

MINUTES - T w/jury (6th Day): Counsel for P objects to testimony of Kenneth J. Boudreaux, Economist, on grounds opinion report was given to P's counsel the day before trial which is not in compliance w/ct's standing order governing PT procedure. Arguments are heard - the objection is maintained; at close of P's case in chief, the defense moves for directed verdict; the motion is denied,

reserving deft's right to file a motion for judgment nov; report of Kenneth J. Boudreaux is made deft's Offer of Proof #1; at conclusion of trial, ct. grants permission to counsel to substitute small photos for all large photos and charts rec'd in evidence.

- 07-28-88 120 MINUTES - T w/jury (7th Day): Counsel for P objects to statement of Chandresekharan on the grounds of hearsay and failure to furnish; objections overruled and statement is allowed to come in; report of Dr. Reid Fontenot, Economist, is made Deft's Proffer #2; Ms. Bercier moves for directed verdict on issue of liability; motion denied, Counsel for P states on the record P has abandoned his claim for unseaworthiness.
- 07-29-88 121 MINUTES - T w/jury (8th Day): P's objections to ct. charge are noted and denied; Deft's objections to ct. charge are noted and denied; verdict rendered - verdict form attached.
- 07-29-88 122 SPECIAL Interrogs to Jury
- 08-01-88 129 JUDGMENT - in favor of P and ag/D in amount of \$337,500.00 together w/legal interest from date of judgment demand until paid.
- 08-11-88 131-134 MOTION (McDermott International, Inc.) for Judgment NOV or New Trial Pursuant to Rule 59 FRCP - noticed 08-22-88 for hearing before JTT, JR w/out oral argument.
- 08-24-88 135 MEMORANDUM in Opposition to Motion for Judgment NOV or Alternatively for New Trial.

- 08-31-88 136 RULING on D's Motion for Judgment Notwithstanding Verdict - ct. determines that D's Motion for Judgment NOV is DENIED.
- 08-31-88 137 MOTION (McDermott) for Leave to Suppl. Motion for Judgment NOV or New Trial, no proposed included and not ref to EEV due to #136.
- 09-09-88 138 NOTICE OF APPEAL (D) to the 5th Cir. Ct. of Appeals from the judgment signed on 08/01/88 and from the ruling on motion for judgment nov dated 08/31/88; APPEAL FEE PAID; NOE 09/12/88 to Ct. of Ap.; Doyle/Woodley w/trans. order; Bercier; Judge Veron; Benoit; Williams.
- 09-13-88 139 NOTICE OF CROSS APPEAL (P) to the 5th Cir. Ct. of Appeals from the judgment filed on 08/01/88 and entered on 08/02/88; APPEAL FEE PAID; NOE 9/14/88 to Ct. of Ap.; Jones/Bercier/Bercier w/trans. order; Doyle/Woodley; EEV; Benoit; Williams.

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

JON C. WILANDER,	:	
Plaintiff	:	CIVIL ACTION
VS.	:	NO. ____
MCDERMOTT INTERNATIONAL,	:	FILED
INC.,	:	AUG 02 1984
Defendant	:	CV 84-2014

COMPLAINT

The complaint of JON C. WILANDER, a resident of the full age majority of the State of Louisiana, with respect represents:

I.

Made defendants therein are MCDERMOTT INTERNATIONAL, INC., a Delaware Corporation, which should be served in the matter and form provided by law through its Registered Agent for service of process:

C T Corporation System
1300 Hibernia Building
New Orleans, Louisiana 70112

II.

This cause of action arises under 46 U.S.C. § 688 (the Jones Act) and the general maritime law.

III.

At all times pertinent herein, plaintiff Jon C. Wilander was a seaman employed by McDermott International, Inc., and the member of the crew of a vessel owned and operated by McDermott International, Inc. in the Persian Gulf.

IV.

On or about July 4, 1983 while working on a barge owned by McDermott International, Inc. in the Persian Gulf, plaintiff was involved in a terrible explosion, which sent fragments of metal pipe into his skull. The explosion was caused solely by the negligence and fault of McDermott International, Inc., its agent, servants and employees, and the unseaworthiness of McDermott's vessel. As a result, plaintiff sustained painful and permanent disabling injuries, as well as loss of wages.

V.

Plaintiff itemizes his damages as follows:

- | | |
|-------------------------------------------------|----------------|
| 1. Loss of wages -
past, present & future | \$2,000,000.00 |
| 2. Pain and suffering -
permanent disability | 2,000,000.00 |
| 3. Medical expenses -
past, present & future | 200,000.00 |

VI.

The fault of defendant was gross, capricious, arbitrary and such a wanton and reckless nature to constitute

punitive damages under the laws of the State of Louisiana and therefore, plaintiff is entitled to punitive damages in the sum of FIVE MILLION (\$5,000,000.00) DOLLARS.

VII.

Plaintiff prays for a trial by jury herein.

WHEREFORE, premises considered, petitioner prays:

1. That the defendant, McDermott International, Inc., be duly cited and served with a copy of this petition in the order to answer the same in the manner and form provided by law.
2. That after due proceedings had there be judgment herein in favor of plaintiff, Jon C. Wilander, and against the defendant, McDermott International, Inc., in the full and just sum of NINE MILLION TWO HUNDRED THOUSAND (\$9,200,000.00) DOLLARS, together with legal interest thereon from and after date of accident, July 4, 1983 until paid, and for all costs of these proceedings.
3. For a trial by civil jury.
4. For all orders and decrees necessary in the premises and for full, general and equitable relief.

By his attorneys,
 JONES, JONES & ALEXANDER
 /s/ Michael H. Bercier
 MICHAEL H. BERCIER
 POST OFFICE DRAWER M
 CAMERON, LOUISIANA
 70631
 Telephone: 318/775-5714

UNITED STATES DISTRICT COURT
 WESTERN DISTRICT OF LOUISIANA
 LAKE CHARLES DIVISION
 [Title Omitted In Printing]

ANSWER

NOW INTO COURT through undersigned counsel, comes MCDERMOTT INTERNATIONAL, INC., sought to be made a defendant herein, and for answer to plaintiff's complaint, denies each and every allegation contained therein that is not hereinafter specifically admitted.

FIRST DEFENSE

That the complaint fails to state a claim upon which relief can be granted.

SECOND DEFENSE

That plaintiff's claim is barred by prescription and laches.

THIRD DEFENSE

Answering categorically the allegations of the complaint, defendant avers:

1.

The allegations of Paragraph I of the complaint are admitted.

2.

That the allegations of Paragraph II of the complaint require no answer inasmuch as they set out a conclusion of law; however, if answer is required then defendant denies same for lack of sufficient information on which to justify a belief.

3.

That defendant admits that plaintiff was employed by it; the remaining allegations of Paragraph III are denied.

4.

That the allegations of Paragraph IV of the complaint are denied.

5.

That the allegations of Paragraph V of the complaint are denied.

6.

That the allegations of Paragraph VI of the complaint are denied.

7.

That the allegations of Paragraph VII of the complaint require no answer.

FOURTH DEFENSE

That any injuries sustained by the plaintiff resulted from his own negligence and want of care, in tampering with or striking, or standing near to a co-worker who was tampering with, or striking, a leaking stud bolt in a flange of the piping system when he knew that at the time it was being hydrostatically tested at high pressure.

FIFTH DEFENSE

That any damages which complainant might be entitled to recover in the premises should be wholly or in part mitigated by reason of his contributory negligence, which proximately caused or contributed to his provable injuries, if any.

SIXTH DEFENSE

That by striking or tampering with a leaking bolt of the piping system while it was under high pressure, plaintiff assumed the risk of injury.

WHEREFORE, premises considered, defendant prays that this answer be deemed sufficient and that after due proceedings had, that there be judgment herein, in favor of defendant, MCDERMOTT INTERNATIONAL, INC., and against plaintiff, JON C. WILANDER, dismissing the

demands of plaintiff with prejudice and at plaintiff's costs.

BY ITS ATTORNEYS:
WOODLEY, BARNETT,
COX, WILLIAMS,
FENET & PALMER

EDMUND E. WOODLEY
P.O. Drawer EE
Lake Charles, LA 70602
(318) 433-6328

[Certificate Of Service Omitted In Printing]

UNITED STATES DISTRICT COURT FOR
WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

JON C. WILANDER,	:	
	:	
VS.	:	CIVIL ACTION
MCDERMOTT,	:	NO. 84-2014
	:	
	:	FILED
	:	FEB 11 1987

REPORT AND RECOMMENDATION OF MAGISTRATE

Procedural Background

On August 2, 1984, plaintiff filed a complaint against his employer based upon the Jones Act, 46 U.S.C. Section 688, *et seq.* Plaintiff seeks \$9,200,000 in damages, \$5,000,000 of which are punitive damages, for injuries sustained in an explosion on July 4, 1983. Defendant's answer was filed on September 20, 1984.

By joint motions the case was continued first on April 19, 1985 and, once again, on January 27, 1986. On June 18, 1986 defendant filed a motion for summary judgment which is presently before the court.

Analysis of Law and Fact

Summary judgment is proper "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of

law." Rule 56(c), Fed.R.Civ.P. The party moving for summary judgment has the burden of clearly establishing the lack of any triable issue of fact by the record properly before the court, and material submitted on behalf of the opposing party is on the whole indulgently regarded. See generally, *Bishop v. Wood*, 426 U.S. 341 (1976) (for purposes of the motion, non-movant's version of the facts must be accepted and all disputed matters must be resolved in his favor); *U.S. v. Diebold*, 369 U.S. 654 (1962) (on summary judgment the inferences to be drawn from the underlying facts contained in such materials must be viewed in the light most favorable to the party opposing the motion.); *Bell v. Cameron Meadows Land Company*, 669 F.2d 1278 (9th Cir. 1982) (a motion for summary judgment places an affirmative burden on the moving party to demonstrate the absence of genuine issues of material facts and to show that he is entitled to judgment as a matter of law).

Defendant's motion for summary judgment presents two issues, specifically, whether plaintiff was a "seaman" for purposes of the Jones Act and whether punitive damages may be recovered in an action under the Jones Act.

In 1959, the Fifth Circuit enunciated the test for determining seaman status as that term is used in the Jones Act. *Offshore Company v. Robison*, 266 F.2d 769 (5th Cir. 1959). After a review of Supreme Court and other federal court jurisprudence which proceeded it, the *Robison* Court concluded:

"There is an evidentiary basis for a Jones Act case to go to the jury:

- (1) If there is evidence that the injured workman was assigned permanently to a vessel (including special purpose structures not usually employed

as a means of transport by water but designed to float on water) or performed a substantial part of his work on the vessel; and

- (2) If the capacity in which he was employed or the duties which he performed contributed to the function of the vessel or to the accomplishment of its mission, or to the operation or welfare of the vessel in terms of its maintenance during movement or during anchorage for its future trips."

Id. at 779; accord, *Barrett v. Chevron, U.S.A., Inc.*, 781 F.2d 1067, 1074 (5th Cir. 1986).

Rather than providing a "self-executing formula", the *Robison* holding provides an "analytical starting point". *Brown v. I.T.T. Raynier, Inc.*, 479 F.2d 234 (5th Cir. 1974). Indeed, the *Robison* Court made clear that the status determination was generally to be entrusted to the jury:

"[The terms 'seaman', 'vessel', and 'member of a crew'] have such a wide range of meaning under the Jones Act as interpreted in the courts, that, except in rare cases, only a jury or trier of facts can determine their application in the circumstances of a particular case. Even where the facts are largely undisputed, the question at issue is not solely a question of law when because of conflicting inferences that may lead to different conclusions among reasonable men, a trial judge cannot state an unvarying rule of law that fits the facts."

Robison, 266 F.2d at 779-80 [footnotes omitted]; *Barrett*, 781 F.2d at 1073, 1074.

In support of the motion for summary judgment, defendant refers to a portion of plaintiff's testimony taken at a deposition, wherein plaintiff indicated that the

majority of the work he performed was a fixed platform. In an affidavit attached to a memorandum in opposition to the motion for summary judgment, plaintiff attests that what he meant by this statement was that the platform was the structure sandblasted and painted, but that the work was carried out from the vessel.

In further support of the motion for summary judgment, defendant submitted the sworn affidavit of Daniel P. Ledet, the Group Personnel Director for the Middle East Area of McDermott International, Inc., who states that plaintiff's only connection to any vessel was as a passenger to the jobsite or using the vessel as a work platform. Mr. Ledet further stated that the majority of plaintiff's work while employed with defendant was on a fixed platform. Plaintiff swears, in an affidavit, that he spent at least 70% of his time working aboard a vessel during his years of employment with the defendant.

For purposes of the summary judgment motion, plaintiff's version of the facts must be accepted, and all disputed matters must be resolved in his favor. *See, Bishop v. Wood, supra*. Consequently, there is a genuine issue of material fact, specifically, the nature and extent of plaintiff's work in relation to a vessel while employed with defendant. Accordingly, defendant's motion for summary judgment, as to the "seaman issue", should not be granted since this is clearly not a case "where the facts establish beyond question as a matter of law the lack of seaman status." *Barrett*, 781 F.2d at 1074.

The final issue raised in the motion for summary judgment is whether punitive damages may be awarded

under the Jones Act. Defendant argues that punitive damages are not available under the Jones Act and cites in support of his position *Kopczynski v. The Jacqueline*, 742 F.2d 555 (9th Cir. 1984). In *Kopczynski*, the Ninth Circuit held that punitive damages are not available under the Jones Act because recovery under the Act is expressly limited to pecuniary losses. *Id.* at 560-561, citing, *Nygaard v. Peter Pan Seafoods, Inc.*, 701 F.2d 77, 80 (9th Cir. 1983). The Ninth Circuit also discussed how the Jones Act incorporates by reference the standards of the FELA under which only compensatory damages are available. *Kopczynski*, 742 F.2d at 560.

The Fifth Circuit has never addressed the specific issue of whether punitive damages may be awarded under the Jones Act. The Fifth Circuit has held, however, that Jones Act survivors are limited to pecuniary losses. *Ivy v. Security Barge Lines, Inc.*, 606 F.2d 524, 526-29 (5th Cir. 1979) (*en banc*), *cert. denied*, 446 U.S. 956 (1980). In dicta, the Fifth Circuit has stated, "Doubt exists as to recovery [of punitive damages under the Jones Acts] because of this court's previous holding that Congress intended only pecuniary losses to be recoverable under the Act." *Complaint of Merry Shipping*, 650 F.2d 622, 626 (5th Cir. 1981), citing, *Ivy v. Security Barge Lines, Inc., supra*. The Fifth Circuit in *Merry Shipping* also drew an analogy to the FELA and indicated that at least one circuit had squarely held that punitive damages may not be recovered under the FELA. *Merry Shipping*, 650 F.2d at 626 citing, *Kozar v. Chesapeake and Ohio Railroad*, 449 F.2d 1238 (6th Cir. 1971); *see also, Shaw v. Garrison*, 545 F.2d 980, 986 (5th Cir. 1977) (Dicta).

Although this court is not bound by dicta, the reasoning employed in *Merry Shipping*, as well as by the Ninth Circuit in *Kopczynski* is persuasive. Accordingly, summary judgment in favor of defendant should be entered to the effect that punitive damages may not be recovered under the Jones Act.

Under the provisions of 28 U.S.C. Section 636(b)(1)(C), failure to file written objections to the proposed findings and recommendations contained in this report within ten (10) days from the date of service can result in the waiver of a de novo district court review.

THUS DONE AND SIGNED, in Chambers, at Lake Charles, Louisiana, on this 11 day of February, 1987.

/s/ James T. Trimble, Jr.
JAMES T. TRIMBLE, JR.
 UNITED STATES
 MAGISTRATE

IN THE UNITED STATES DISTRICT COURT FOR
 THE WESTERN DISTRICT OF LOUISIANA
 LAKE CHARLES DIVISION

JON C. WILANDER	:	CIVIL ACTION
VS.	:	NO. 84-2014-LC
	:	(Judge Veron)
MCDERMOTT INTERNATIONAL,	:	
INC.	:	FILED
	:	MAR 03 1988
	:	

RULING ON MOTION TO DISMISS
 AND MOTION TO STRIKE

This matter comes before the court upon motion of defendant McDermott International, Inc. to dismiss for failure to state a claim upon which relief can be granted, and motion to strike plaintiff's Jones Act claim.

This court previously denied a motion for summary judgment on the issue of whether the plaintiff possessed seaman status under the Jones Act. The court reasoned that an issue of fact existed as to whether the plaintiff was or was not assigned to the American vessel GATES TIDE.

The motion presently before the court, involves in this court's opinion, issues which again hinge on a single question of fact; i.e., what connection, if any, existed between the plaintiff and the lone American vessel GATES TIDE. Just as the defendant is not entitled to have such a question of fact resolved on summary judgment, neither is he entitled to have the question resolved by way of a Rule 12 motion.

The Rule 12 motion to dismiss is viewed with disfavor and should rarely be granted. *Kaiser Aluminum, et al*

IN THE UNITED STATES DISTRICT COURT FOR
THE WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

JON C. WILANDER :
VS. : CIVIL ACTION
McDERMOTT INTERNATIONAL, : NO. 84-2014-LC
INC. : Filed
: AUG 01 1988

JUDGMENT

This case came for trial by jury on July 26, 27, 28, and 29, 1988. Based on the jury's answers to the interrogatories, a copy of which is attached;

IT IS ORDERED, ADJUDGED AND DECREED that there be judgment in favor of plaintiff JON C. WILANDER and against the defendant McDERMOTT INTERNATIONAL, INC., in the amount of THREE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$337,500.00), together with legal interest from date of judgment demand until paid.

SIGNED in Chambers at Lake Charles, Louisiana, this 1st day of August, 1988.

/s/ Earl E. Veron
EARL E. VERON
UNITED STATES DISTRICT
JUDGE

Judgment Entered 8-2-88

IN THE UNITED STATES DISTRICT COURT FOR
THE WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

Filed JUL 29 1988

CIVIL ACTION NO. 84-2014

SPECIAL INTERROGATORIES TO THE JURY

1. Do you find from a preponderance of the evidence that McDermott International was negligent in the manner claimed by Jon C. Wilander and that such negligence was a legal cause of damage to Mr. Wilander under the standards given to you in regard to the Jones Act claim?

Answer Yes or No Yes

2. If you answered "Yes" to Question One, do you find from a preponderance of the evidence that Jon C. Wilander was himself negligent in the manner claimed by McDermott International and that such negligence was a legal cause of his own damages under the standards given to you in regard to the Jones Act claim?

Answer Yes or No Yes

3. If you answered "Yes" to Questions One and/or Two, what proportion or percentage of Mr. Wilander's damages do you find from a preponderance of the evidence to have been legally caused by the fault of the respective parties?

Answer in Terms of Percentages:

McDermott International 75%

Jon C. Wilander 25%

(Note: The total of the percentages given in your answer should equal 100%)

4. What is the total amount of damages, if any, that you find Jon C. Wilander suffered as a result of the accident and injuries?

- | | |
|------------------------------|--------------|
| a) Loss of Past Earnings | \$300,000.00 |
| b) Loss of Future Earnings | \$100,000.00 |
| c) Amount of General Damages | \$ 50,000.00 |

SIGNED at Lake Charles, Louisiana, this 29 day of July, 1988.

/s/ Glenda Stewart
FOREPERSON

IN THE UNITED STATES DISTRICT COURT
THE WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

[Title Omitted In Printing]

Filed SEP 9 1988

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN that McDermott International, Inc., defendant in the above captioned matter, hereby appeals to the United States Court of Appeals for the Fifth Circuit from the Judgment of the District Court signed August 1, 1988, and the Ruling on Motion for Judgment N.O.V. dated August 31, 1988.

Respectfully submitted,

WOODLEY, WILLIAMS, FENET,
PALMER, DOYLE & NORMAN

/s/ James B. Doyle
JAMES B. DOYLE - 1137
EDMUND E. WOODLEY - 4495
500 Kirby Street
P.O. Drawer EE
Lake Charles, LA 70602
(318) 433-6328

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

[Title Omitted In Printing]

Filed SEP 13 1988

NOTICE OF CROSS APPEAL

NOTICE IS HEREBY GIVEN that plaintiff, JON C. WILANDER, hereby cross appeals to the United States Court of Appeals for the Fifth Circuit from that portion of the judgment of the District Court entered herein on August 1, 1988 as follows:

- (1) The finding of the jury which assessed 25 percent contributory fault to Jon C. Wilander; and
- (2) The amount of damages, which is inadequate and should be raised.

Respectfully submitted,
JONES, JONES & ALEXANDER
/s/ J. B. Jones, Jr.
J. B. JONES, JR. (6071)
POST OFFICE DRAWER M
CAMERON, LA 70631
Telephone: 318/775-5714

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

JON C. WILANDER	:	
VERSUS	:	CIVIL ACTION
McDERMOTT INTERNATIONAL,	:	NUMBER
INC.	:	84-2014-LC
	:	JUDGE HUNTER
		Filed
		MAY 30 1990

ORDER

The Court this day takes notice of the following:

An application for writ of certiorari is now pending before the U.S. Supreme Court;

The matters in contest in the application for writ of certiorari, if decided favorably to defendant, would be dispositive of this pending case;

Counsel for defendant has previously moved for a stay of this trial, pending action by the U.S. Supreme Court on the application and said motion for stay having been opposed by plaintiff was denied;

Now counsel for plaintiff presents to the court that the ends of judicial efficiency are best served by the court reconsidering said motion and granting the stay;

Counsel for defendant joins counsel for plaintiff in this representation, moves for imposition of a stay as previously prayed for; moves the jury empaneled to try the case be dismissed; and the matter be passed without

date pending further order of the court, and in all said motions counsel for plaintiff concurs;

THEREFORE

IT IS ORDERED that the jury empaneled to try this cause be dismissed from its service at defendant's cost; that the stay of proceedings previously sought by defendant be granted; and, that this matter be passed without date, subject to the further order of the court.

THUS DONE AND SIGNED in Chambers at Lake Charles, Louisiana on this 30th day of May, 1990.

/s/ Edwin F. Hunter
EDWIN F. HUNTER, JR.
UNITED STATES DISTRICT
JUDGE
SENIOR JUDGE



CERTIFICATE OF



BRITISH REGISTRY

PARTICULARS OF SHIP

Official Number 35668	Name of Ship FORCE TIDE	No. Year and Port of Registry No 22 of 1974 Georgetown Belize	No. Year and Port of previous Registry (if any) 1970 Panama C.A.
Whether British or Foreign Ship FOREIGN	Whether a Sailing, Steam or Motor Ship; if Sailing or Motor, how propelled Motorship	Where Built New-BALDWIN, LA; H.A.A.	Name and Address of Builder American Marine Corporation; New-BALDWIN, LA; U.S.A.
Number of Decks ...	Length from fore-part of stem, to the aft side of the head of the stern post ...	PERF ...	TENTHS ...
Number of Masts ...	Main breadth to outside of plating ...	161	05
Rigged ...	Depth in hold from tonnage deck to ceiling amidships ...	38	01
Stem ...	Depth in hold from upper deck to ceiling amidships, in the case of three decks and upwards ...	15	08
Stern ...	Depth from top of deck at side amidships to bottom of keel Round of beam ...		
Build ...	Length of engine-room (if any) ...		
Framework and description of vessel ...			
Number of Bulkheads ...			

PARTICULARS OF PROPPELLING ENGINES, &c. (IF ANY), AS SUPPLIED BY BUILDERS, OWNERS, OR ENGINE MAKERS.

No. of Engines	Description of Engines	Whether British or Foreign make	Where made	Name and Address of Makers	Engines		N.B. P.M.P. Estimated Speed of Ship
					No. and Diameter of cylinders in each set	Length of Stroke	
No. of Shafts	Particulars of Builders Description .. Number .. Laided pressure ..	Engines	Engines	Engines			43.00.
		Engines	Engines	Engines			
		Engines	Engines	Engines			

PARTICULARS OF TONNAGE

GROSS TONNAGE		No. of Tons	DEDUCTIONS ALLOWED	No. of Tons
Under Tonnage Deck	On account of space required for propelling power ...	411.92	Under Sec. 79 of the Merchant Shipping Act, 1894, on account of spaces provided by way of crew accommodation, as follows:—	
Space or spaces between decks	(Number of Seamen or Apprentices for whom accommodation is certified ...)	25.99	Other deductions under Sec. 79 of the Merchant Shipping Act, 1894, and Sec. 54 of the Merchant Shipping Act, 1906, as follows:—	
Turret or Trunk				
Forecastle				
Bridge Space				
Poop				
Break				
Side Houses				
Deck Houses				
Chart House				
Spaces for Machinery and Light and Air, under Sec. 78 (2) of the Merchant Shipping Act, 1894				
Excess of hatchways				
Gross Tonnage		437.91		
Deductions, as per Contra				
Register Tonnage		297	TOTAL	

NOTE 1.—The tonnage of the engine-room spaces below the upper deck is...tons, and the tonnage of the total spaces framed in above the upper deck for propelling machinery and for light and air is...tons.

NOTE 2.—The undermentioned spaces above the upper deck are not included in the cubical contents forming the ship's register tonnage.

NOTE 3.—The location and tonnage of the below-deck store rooms are as follows:—

I, the undersigned, Registrar of British Ships at the Port of Georgetown, Belize, hereby certify that the Ship, the Description of which is prefixed to this my Certificate, has been duly surveyed, and that the above Description is in accordance with the Register Book; that

whose Certificate of Competency or Service is No. is the Master of the said Ship; and that the Name, Residence and Description of the Owner, and Number of Sixty-fourth Shares held by ... are as follows:—

Name, Residence, and Occupation of the Owner. TIDENATER, GEORGE TIDE, having its principal place of business at George Town, Belize	Number of Sixty-fourth Shares. 64 Shares
Signed at George Town, Belize the 18th day of June 1906 James M. Banks Registrar of British Ships	

NOTICE.—A Certificate of Registry is not a document of Title. It does not necessarily contain notice of all changes of ownership, and in no case does it contain an official record of any mortgages affecting the ship. In case of any change of ownership it is important for the protection of the interests of all parties that the change should be registered according to law. Changes of ownership, address or other registered particulars should be notified to the Registrar at the Port of Registry. Should the Vessel be lost, sold to Foreigners, or broken up, notice thereof, together with the Certificate of Registry, if in existence, should immediately be given to the Registrar of British Ships at the Port of Registry under a Penalty of £100 for default.

C. 3448



VALIDA HASTA EL 4 DE OCTUBRE DE 1985
Valid until the 4th October 1985
LEY 2 DEL 17 DE ENERO DE 1980
Law No.2 of 17th January 1980

REPUBLICA DE PANAMA

MINISTERIO DE HACIENDA Y TESORO
DIRECCION GENERAL DE CONSULAR Y DE NAVES
MARINA MERCANTE NACIONAL
PATENTE PERMANENTE DE NAVEGACION
SERVICIO INTERNACIONAL

DISTINTIVO DE LLAMADA
CALL LETTERS

HO-9733

NUMERO OFICIAL
REGISTRATION NO.

No. 7588-77-A

De acuerdo al cumplimiento de la Ley 8a. de 12 de enero de 1925, aprobados por Resolución No. 1765 de 5 de OCTUBRE de 1981 expedido por esta Oficina SE AUTORIZA Y CONCEDERÁ la patente cuya características se detallan a continuación y la cual se dedicará exclusivamente al servicio de EXPLOTACION DE PETROLEO**, la presente PATENTE PERMANENTE DE NAVEGACION para todos los fines y especificaciones que paga el Registro de la Marina Mercante de la República de Panamá. ** (BARCAZA)

In accordance with the requirements established by the Ordinance No.8, dated the 12th of January 1925, the registration requested in Resolution No. 1765 of 5 of OCTUBRE of 1981, has been approved by this office. Therefore, the Panama Merchant Marine Registry hereby GRANTS AND AUTHORIZES this Permanent Registration of Navigation Certificate to the vessel, whose particulars are described below, and which will be used exclusively for EXPLOTACION DE PETROLEO

DATOS DE IDENTIFICACION DE LA NAVE PARTICULARS OF THE VESSEL

NOMBRE DE LA NAVE: NAME OF THE VESSEL: McDERMOTT DERRICK BARGE No.9		PROPIETARIO Y DOMICILIO: OWNER'S NAME AND ADDRESS: McDERMOTT INCORPORATED	
NOMBRE ANTERIOR: PREVIOUS NAME: McDERMOTT DERRICK BARGE No.9		REPRESENTANTE LEGAL Y DOMICILIO: NAME AND ADDRESS OF LEGAL REPRESENTATIVE: DURLING & DURLING	
NACIONALIDAD QUE RENUNCIA PREVIOUS NATIONALITY: ESTADOS UNIDOS DE AMERICA		RESPONSABLE DE LAS CUENTAS DE RADIO Y DOMICILIO: NAME AND ADDRESS OF COMPANY RESPONSIBLE FOR RADIO EXPENSES: LOS PROPIETARIOS	
CONSTRUIDO EN: BUILT IN: AVONDALE, LOUISIANA		CONSTRUCTOR: BUILDERS: AVONDALE MARINE WAYS, INC.	
NUMERO DE: NUMBER OF: CUBIERTAS: DECKS MASTILES: MASTS CHIMENEAS: FUNNEL		DIMENSIONES PRINCIPALES MAIN MEASUREMENTS ESLORA LENGTH 91.46 MTS. MANGA BREADTH 27.44 MTS. PUNTALE DEPTH 5.61 MTS.	
		TONELAJE TONNAGE BAJO CUBIERTA UNDER DECK BRUTO GROSS 4,416.89 NETO NET 4,416.00	
SERVICIO A QUE SE DEDICA LA NAVE KIND OF SERVICE GIVEN BY THE VESSEL			
CARGA SECA DRY CARGO	CARGA LIQUIDA LIQUID CARGO	PASAJEROS PASSENGERS	DE SERVICIO DE KIND OF SERVICE
		MIXTO MIXED	EXPLOTACION DE PETROLEO (BARCAZA)
SISTEMA DE PROPULSION PROPULSION SYSTEM			

CLASE Y NUMERO DE MAQUINAS O MOTORES:
TYPE AND NUMBER OF ENGINES:

SIN PROPULSION PROPIA

NUMERO Y TIPO DE CILINDROS:
NUMBER AND TYPE OF CYLINDERS:

MARCA O NOMBRE DE LOS FABRICANTES:
BRAND OR NAME OF MANUFACTURERS:

VELOCIDAD DE LA NAVE:
SPEED OF THE VESSEL:

La presente Patente Permanente debe ser cancelada y sustituido este documento.

The present Permanent Registration Certificate International Service should be cancelled and replaced by the undersigned are described on the reverse of this document.

EXPEDIDA, FIRMADA Y SELLADA POR EL SUSCRITO

ISSUED, SIGNED, AND SEALED BY THE UNDERSIGNED

CINCO (5) DE OCTUBRE DE 1981

A LOS DIAS

DERECHOS: LIQ. 33318 DEL 27/4/81 bder



No. 03783 B

EMPLOYMENT AGREEMENT
(HOURLY AND MANUAL MONTHLY EMPLOYEE)

DEFENDANT'S EXHIBIT 1

JON WILANDER 439-52-7266
(Name of Employee) (Social Security No) (Employee No)

McDermott International, Inc. (hereinafter referred to as "Employer") hereby offers you employment as a Foreman Crafts (Paint) #7640 in the Middle East area subject to the terms and conditions herein set forth. The term of your employment will be for an indefinite period not to exceed one year or job completion, beginning on the date of your authorized departure from the United States through your authorized departure from your work location, at a base rate of pay of:

	\$	10.85	per	hour
Expatriation Premium	\$	805.00	per	month
	\$		per	

Your hours of work will be those assigned to you by Employer.

Employer may terminate your employment without cause at any time without prior notice except where the reason for your termination is completion or cessation of the job, work or project to which you are assigned in which case Employer will give you 30 days notice prior to your termination where this is practicable.

If your services are terminated by reason of discharge for cause, or if you should terminate your employment by resignation or abandonment of your work prior to the maximum duration period of this agreement, no vacation

*Note: Per Personnel Notification form dated 7-27-83 this amount is incorrect.

allowance or contract-completion bonus is earned and none will be paid. Further, you will bear the cost of your return transportation to your home location.

All compensation and benefits provided by Employer shall cease at the time of your termination, except as may be specifically provided for or agreed upon. Employer assumes no duties or obligations except as set forth herein and as may be required by law.

Changes in this agreement will be valid only after they have been agreed upon mutually and confirmed in writing. The understandings set forth in this agreement supersede all contrary oral understandings or impressions you may have obtained in conversations with Employer representatives prior to the signing hereof.

In the event of accident or emergency, Employer is authorized to notify:

<u>GEORGIA WILANDER</u>	<u>Wife</u>
Name	Relationship if any
102 LAKE LANE	
LAKE CHARLES, LA	318-478-2369
Address	Telephone

I HEREBY ACCEPT EMPLOYMENT ON THE TERMS AND CONDITIONS SET FORTH ABOVE AND ON THE ATTACHED PAGES.

/s/ Jon C. Wilander	3-25-82
(Signature of Employee)	Date

/s/ F. M. Wagar
(Employer's Representative)

Date of Departure April 1, 1982

Date of Return _____

Attachments: PGS. 2,3,4,5 DRUG & NARCOTIC STATEMENT.

WORKMEN'S COMPENSATION

If you suffer an occupational illness or injury, you will receive voluntary benefits at least equal to those provided for in the Workmen's Compensation Act of the State of Louisiana.

PERMANENT ADDRESS

The address of the person to be notified in the event of an accident or emergency as shown on the first page of this Employment Agreement shall be considered as your permanent address or the address of the person in whose care the Employer may communicate with you. In the event of your death while outside the continental limits of the United States during that period of this service under this Agreement, the Employer shall attempt to communicate with the person at the given address and in the event no directions are received from such person within a reasonable time, or in the event you have left no written instructions with the Employer concerning the disposition of your body or personal effects, you authorize the Employer to make disposition of your body according to the law where you are employed at the time of your death and to return your personal effects to the Executor or Administrator of your estate, or to the person named at the permanent address as appears to best expeditiously handle such matters.

DISCLOSURE OF INFORMATION

Employee hereby agrees that he will not, except with the prior written consent of Employer make directly or indirectly any statement publicly whether to the press or in books, magazines, and periodicals or by advertisement or by radio, television or film or by any other medium with respect to matters relative to the operations of the Company with whom the Employer is working, or with respect to matters of a political nature which might impair the relations of the Employer. Employer's customers or subcontractors, or any other companies with whom the Employer is working or with any governments in the local area.

DEDUCTIONS - INCOME, F.I.C.A. AND OTHER TAXES

The employee hereby acknowledges his responsibility for payment of income taxes of the United States and of the country in which he is located. The Company has a plan of tax equalization (copy of which is available for inspection by the employee) which attempts to provide insofar as practicable that an eligible employee will pay no greater income tax, world wide, as a result of his Company employment, than if the employee had remained in the United States. The Plan's basic purpose is to maintain the various foreign allowances on a tax-free basis to the employee and to protect him from covered foreign tax rates which exceed the U.S. level of taxation. The Company, however, reserves the right to terminate or modify the plan at any time provided that, absent unusual circumstances the Company would not make any such termination or modification effective prior to the beginning

of the calendar year following the year in which the decision to terminate or modify the plan is announced.

Under no circumstances will the Company be liable for any taxes for which you may become liable while you are on foreign assignment.

PHYSICAL EXAMINATION

You agree to submit to a physical examination prior to leaving your place of overseas employment or upon termination of your employment, by a physician selected by the Employer.

PROCESSING

You agree to have completed the following items prior to your departure from the United States:

- 1) Procurement of a valid passport from the United States of America, Visa Travel, or Work Permit; and
- 2) a physical examination to certify your fitness to perform the duties to which you will be assigned.

You will be paid one day's pay of eight (8) hours for each actual day of processing as determined by the Employer. This processing pay will be at your base rate.

MIDDLE EAST HOURLY EMPLOYEES

TRANSPORTATION

The Employer will furnish air transportation for you from your home location to your work site. Subject to the conditions set forth herein, return transportation will be

furnished if you proceed directly to the United States upon completion of this Agreement.

The Employer may at its option deduct the cost of excess luggage from your pay. If you make a request at least seven (7) days prior to the date of departure the Employer may, at its option, grant you permission to ship air freight, at its expense, up to thirty (30) additional pounds of luggage.

The Employer will have the option of withholding *One Hundred Fifty Dollars (150.00)* from each of your first six full pay periods as a cash deposit for the payment of your return transportation in the event you should become obligated for its payment. If the cost of the return transportation is greater than the amount withheld, the excess will be deducted from your final wage payment and/or other monies due you. The amount withheld will be included in your final check, if you are not responsible for your return transportation.

HOURS OF WORK

You will receive your base rate of pay for eight (8) hours per day, *seven* days per week when you are available for work. Any time worked in excess of eight (8) hours in one day shall be paid at one and one-half (1-1/2) times the hourly base rate. You agree to work such hours as may be assigned by the Employer. No pay will be made for any day of absence from work unless excused by the Employer. If at any time during the course of your employment you are absent from work on any given day through your willful neglect, the Employer, at its option, may elect not to pay you the normal day's pay for this

unauthorized absence. This type of unauthorized absence may be considered as cause for termination of your contract by Employer.

EXPATRIATION PREMIUM

You will receive an Expatriation Premium as shown on page one (1) of this Agreement when you are available for work.

CONTRACT COMPLETION BONUS

A Contract-Completion Bonus of twenty-five per cent (25%) on the total straight time portion of your pay (which is total hours worked inclusive of time off and time off not taken hours times base rate of pay) will be paid on completion of this Agreement, subject to the conditions set forth on Page 1 of this Agreement.

VACATION

You will be entitled to a credit of two and one-half (2-1/2) calendar days of vacation for each full calendar month of service rendered, subject to the conditions set forth on Page 1 of this Agreement. Your vacation time will be paid on the basis of eight (8) hours per day at the base hourly rate and you agree to take your vacation upon satisfactory completion of your work. You will assume the responsibility regarding the use of vacation time to maintain your tax status under United States Federal Income Tax Laws.

MIDDLE EAST
HOURLY EMPLOYEES
30 ON - 10 OFF

TIME OFF

You will be allowed ten (10) days off every thirty (30) days worked under this Agreement. On all local time off periods, the Employer will provide you with transportation from your work area to a rest area designated by the Employer. At the rest area, the Employer will provide accommodations and meals. Depending upon the work schedule and the necessity of maintaining continuity of operations at the job site, the Employer may elect for you to continue working without time off at its discretion. Should the Employer elect that you work, you will be paid an additional eight (8) hours per day at your straight time rate with all applicable bonuses for each day off not allowed. If the Employer requires you to work your scheduled time off, it shall be your responsibility to see that your supervisor prepares and signs the time ticket for the additional hours given for working during the time off period. This signed time ticket must be submitted by your supervisor to the respective regional administrative office or you will not be entitled to pay for working your time off. The aforementioned ten (10) days does not include travel time to and from the job site to the local designated time off location. You will not be paid for any transportation to and from the work area unless you actually take time off and these expenses are incurred.

Employment Agreements for a minimum of six (6) months duration but less than one (1) year qualify for one trip to Athens as outlined in Plan 2. If you are employed on the basis of a one year Employment Agreement, a

choice of time off plans as outlined below must be made by you prior to your departure for the work area:

PLAN 1:

During your employment under this Agreement you may elect to work a minimum of ninety (90) days whereby you would then earn thirty (30) time off days and air transportation at the lowest applicable rate from your work area to your home location and return. The air transportation can be earned only once during your contract period. The aforementioned thirty (30) days does not include travel time to and from the job site to the local designated departure location, but is inclusive of travel time from the local designated departure location to your home location and return to the local designated departure location. It is your responsibility to ascertain the date you are required to return to your local designated departure location prior to your departure for your thirty (30) days off and have firm return trip airline reservations made prior to your departure for home. Any extension of time taken by you in your home location must be, first of all, approved by local management and will, if approved be without pay. Should the airline ticket the Company has provided you with expire, you will be charged with the additional cost, if any, incurred to return you to the work area. An unauthorized extension of time may be considered as grounds for terminating you for cause. You will not be paid for any transportation to and from the work area unless you actually take time off and these expenses are incurred. You may start working the ninety

(90) days from the first day of your employment, however, the thirty (30) days time off period and air transportation must be utilized after the third month and before the beginning of the tenth month of employment. The first thirty (30) days of earned time off not taken will be paid to you as time off taken pay during your thirty (30) day trip to your home location or, if at termination of this Agreement no home trip has been taken, you will be paid for all time off not taken days. The trip to your home location is contingent upon the work requirements in the area and will be rescheduled or cancelled should the work load dictate. No cash in lieu (or cash equivalent) of the unused airline ticket will be paid. If the trip is cancelled, the Employer will pay you an additional eight (8) hours per day at your straight time rate with all applicable bonuses for the thirty (30) days disallowed. There will be no per diem paid for the thirty (30) days spent in your home location.

MIDDLE EAST HOURLY EMPLOYEES TIME-OFF (30/10)

In addition, twice during the period of this Agreement, the Employer, at its discretion, will provide you with transportation at excursion rates from the work area to Athens, Greece and return. The duration of the excursion is ten (10) days each trip. While in Athens for the ten (10) day period, the Employer will pay you a per diem allowance of \$12.50 per day for meals and \$12.50 per day for lodging.

With Employer approval, in lieu of a trip to Athens, you may elect to use up to the total value of the airline ticket to and from Athens to a location of your choice. In such

case, the same provisions as set forth above relative to an excursion to Athens will apply, including duration, and pay for food and lodging. In lieu of taking an excursion as provided for herein, you may use the value of your airline ticket for dependents (defined as spouse and dependent children) to travel to and from the work location. No cash reimbursement will be given for any portion of the per day allowance or airline tickets not used. The allowance and tickets may not be deferred to another contract period.

While on time off, you will be paid for eight (8) hours per day at your straight time rate.

When you leave the work area during any time off period, the Employer shall have no responsibility for you and shall have no liability for any injury or illness suffered by you from the time of your departure from the work area until your return.

OR

PLAN 2:

Three (3) times during the period of this Agreement, the Employer will provide you with transportation at excursion rates from the work area to Athens and return. The duration of the excursion is ten (10) days each trip. While in Athens for the ten (10) day period, the Employer will pay you a per diem allowance of \$12.50 per day for meals and \$12.50 per day for lodging. Under this plan, you will not be allowed to return to your home location at Company expense.

With Employer approval, in lieu of a trip to Athens, you may elect to use up to the total value of the airline ticket to and from Athens to a location of your choice. In such case, the same provisions as set forth above relative to an excursion to Athens will apply, including duration, and pay for food and lodging. In lieu of taking an excursion as provided for herein, you may use the value of your airline ticket for your dependents (defined as spouse and dependent children) to travel to and from the work location. No cash reimbursement will be given for any portion of the per day allowance or airline tickets not used. The allowance and tickets may not be deferred to another contract period.

While on time off, you will be paid for eight (8) hours per day at your straight time rate.

When you leave the work area during any time off period, the Employer shall have no responsibility for you and shall have no liability for any injury or illness suffered by you from the time of your departure from the work area until your return.

I ACCEPT PLAN 1 YES PLAN 2 AND REALIZE THAT I WILL NOT BE ABLE TO CHANGE TIME OFF PLANS DURING THE COURSE OF THIS EMPLOYMENT AGREEMENT UNLESS APPROVED BY EMPLOYER.

/s/ Jon C. Wilander 3-25-82
SIGNATURE OF EMPLOYEE DATE

USE OR POSSESSION OF DRUGS OR NARCOTICS

This policy is for the safety of the employee and his family, possible protection of the employee from foreign legal action, and the protection of the Company.

It is the Company's policy not to condone the use, possession or selling of non-prescription drugs or narcotics considered dangerous or illegal by the U. S. Department of Justice or of authorities at the foreign location, or the arrival on Company property under the influence of such materials. If any employee is involved in any such a circumstance, immediate termination of employment will result.

In addition, any employee taking prescribed medication will be required to present a note from a physician, the length of time the employee is to continue taking the medication, and a statement that the employee should be able to work while under such medication without posing danger to himself or to other employees. In keeping with this policy, periodic searches of Company premises and equipment as well as personal belongings will be made.

The laws of many foreign countries in which the Company operates have extremely severe drug laws which include the death penalty for some of the above circumstances. It is understood that if you and/or your family violate any of the foreign countries' drug laws, the Company and your embassy, high commission or counsel are virtually powerless to come to your aid.

We regret any inconvenience that the implementation of this policy may cause, but the protection of your health and safety certainly warrants this.

READ, UNDERSTOOD AND
ACCEPTED

3-25-82
DATE

/s/ Jon C. Wilander
SIGNATURE OF EMPLOYEE

→ **WARNING:** ALTERATION, ADDITION OR MUTILATION OF ENTRIES IS PROHIBITED.
ANY UNOFFICIAL CHANGE WILL RENDER THIS PASSPORT INVALID.

No. E—NOM JON CHARLES WILANDER	
SEX—SEXE M	BIRTHPLACE—LIEU DE NAISSANCE TEXAS, U.S.A.
BIRTH DATE—DATE DE NAISSANCE OCT. 23, 1938	ISSUE DATE—DATE DE DELIVRANCE MARCH 25, 1982
WIFE/HUSBAND—EPOUX/EPOUSE X X X	EXPIRES ON—EXPIRE LE MARCH 24, 1987
MINORS—ENFANTS MINEURS X X X	SIGNATURE OF BEARER—SIGNATURE DU TITULAIRE <i>Jon C. Wilander</i>

→ **IMPORTANT:** THIS PASSPORT IS NOT VALID UNTIL SIGNED BY THE BEARER.
PERSONS INCLUDED HEREIN MAY NOT USE THIS PASSPORT FOR TRAVEL
UNLESS ACCOMPANIED BY THE BEARER.



RECEIVED
U.S. DEPT. OF STATE
WASHINGTON, D.C.

RECEIVED
U.S. DEPT. OF STATE
WASHINGTON, D.C.

RECEIVED
U.S. DEPT. OF STATE
WASHINGTON, D.C.

RECEIVED
U.S. DEPT. OF STATE
WASHINGTON, D.C.

NOTICE

This passport must not be used by any person other than the person to whom issued or in violation of the conditions or restrictions placed therein or in violation of the rules regulating the issuance of passports. Any willful violation of these laws and regulations will subject the offender to prosecution under Title 22, United States Code, Section 1546.

IF ISSUED OUTSIDE THE UNITED STATES THE FOLLOWING SECTION MUST BE COMPLETED BY THE ISSUING AUTHORITY.

PASSPORT ISSUED AT—PASSEPORT DELIVRE A

CITY AND COUNTRY—VILLE ET PAYS

SIGNATURE—SIGNATURE

TITLE—TITRE

*Amendments and Endorsements
Modifications et Mentions Spéciales*

15851

5

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<p>Visas</p> <p>Entrées/Entrées</p> <p>19 JULI 1982</p>	<p>Departures/Sorties</p> <p>19 JULI 1982</p> <p>2 APR 1982</p> <p>BUAI AIRPORT</p> <p>TRANSIT VISA</p>
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<p>Visas</p> <p>Entrées/Entrées</p> <p>IMMIGRATION OFFICER HEATHROW (5) - 2 APR 1982</p>	<p>Departures/Sorties</p> <p>INVEST SVERIGE 1982-07-19</p>
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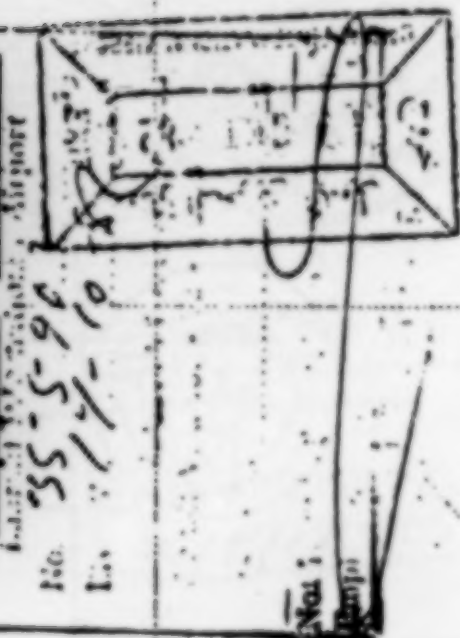
IF IS THE RESPONSIBILITY OF THE PASSEPORT BEARER TO OBTAIN THE NECESSARY VISAS.
LE TITULAIRE DU PASSEPORT EST SEUL RESPONSABLE DE L'OBTENTION DES VISAS REQUIS.

<p>Visas</p> <p>Entrées/Entrées</p> <p>IMM & NATZ SERVICE 380 HOU 111 ADMITTED APR 29 1983</p> <p>CLASS TO</p>	<p>Departures/Sorties</p> <p>20 AUG 1982</p>
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<p>Visas</p> <p>Entrées/Entrées</p> <p>16/10/82</p> <p>TRANSIT VISA</p>	<p>Departures/Sorties</p> <p>20 AUG 1982</p>
-------------------------------------------------------------------------	----------------------------------------------

Visas	Departure Service
<p>16 JUL 1983 SOVIET 16 JUL 1983</p> <p>16 JUL 1983 SOVIET 16 JUL 1983</p> <p>16 JUL 1983 SOVIET 16 JUL 1983</p>	<p>16 JUL 1983 SOVIET 16 JUL 1983</p> <p>16 JUL 1983 SOVIET 16 JUL 1983</p> <p>16 JUL 1983 SOVIET 16 JUL 1983</p>

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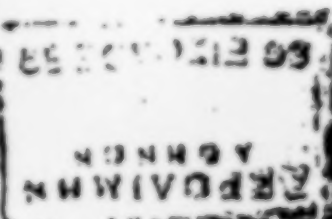


11

Visas	Departure Service
<p>12 JUL 1983 SOVIET 12 JUL 1983</p>	<p>12 JUL 1983 SOVIET 12 JUL 1983</p>

12

13



vo-alec
vo-alec
vo-alec

Visas	Departure, Sorties
<p>IMMIGRATION BANGKOK A 38</p> <p>VISA CLASS.....</p> <p>ADMITTED 08 NOV 1982</p> <p>UNTIL 22 NOV 1982</p> <p>10 NOV 1982</p> <p>ADMITTED 13 JUN 1983</p> <p>UNTIL 27 JUN 1983</p> <p>22 JUN 1983</p>	<p>15</p>

Visas	Departure, Sorties
<p>7 JUN 1983</p> <p>4 JUN 1983</p> <p>7 JUN 1983</p>	<p>20</p>

المفوضية
Lapamir Service

Entry/Exit

Departure/Service

Visas

١٦٢١٢٩

RESIDENCE ٢١٠١٢٥٨
U.A.E.
دولة الامارات العربية المتحدة

اسم صاحبها: 
اسم الترخيص: 
رقم الجواز: ١٩٨٥
تاريخ انتهاء الصلاحية: ١٩٨٢
التمديد: 



١٦

تعتبر الإقامة لامية اذا تجاوز حملها
الإقامة خارج دولة الامارات مدة ستة اشهر
Residence Permit becomes invalid if
bearer resides out of the U. A. E.
more than six months.







VALIDA HASTA EL 26 DE ABRIL DE 1986
Valid until the 26th april 1986
LEY 2 DEL 17 DE ENERO DE 1980
Law No.2 of 17th January 1980

REPUBLICA DE PANAMA
MINISTERIO DE HACIENDA Y TESORO
DIRECCION GENERAL DE CONSULAR Y DE NAVES
MARINA MERCANTE NACIONAL
PATENTE PERMANENTE DE NAVEGACION
SERVICIO INTERNACIONAL

DISTINTIVO DE NAVEGACION
HO-9732

NUMERO OFICIAL
REGISTRATION NO.
No. 8209-77-A

De acuerdo al cumplimiento de los requisitos estipulados en la Ley 8a. de 12 de enero de 1925, aprobados por Resolución No. 908 de 23 de ABRIL de 1982 expedido por esta Oficina SE AUTORIZA Y CONCEDE a la nave cuya características se detallan a continuación y la cual se dedicará exclusivamente al servicio de EXPLORACION DE PETROLEO la presente PATENTE PERMANENTE DE NAVEGACION para PERU, los fines respectivos que otorga el Registro de la Marina Mercante de la República de Panamá.



In accordance with the requirements established by the Ordinance No.8, dated the 12th of January 1925, the registration requested in Resolution No. 908 dated the 23rd of ABRIL of 1982, has been approved by this office. Therefore, the Marine Registry hereby GRANTS AND AUTHORIZES this Permanent Registration of Navigation Certificate to the vessel McDERMOTT DERRICK BARGE No.7 the particulars are described below, and which will be used exclusively for EXPLORATION OF PETROLEUM.

DATOS DE IDENTIFICACION DE LA NAVE
PARTICULARS OF THE VESSEL

NOMBRE DE LA NAVE NAME OF THE VESSEL		PROPIETARIO Y DOMICILIO OWNER'S NAME AND ADDRESS	
McDERMOTT DERRICK BARGE No.7		McDERMOTT INCORPORATED	
NOMBRE ANTERIOR PREVIOUS NAME		REPRESENTANTE LEGAL Y DOMICILIO NAME AND ADDRESS OF LEGAL REPRESENTATIVE	
McDERMOTT DERRICK BARGE No.7		DURLING & DURLING	
NACIONALIDAD QUE RENUNCIA PREVIOUS NATIONALITY		RESPONSABLE DE LAS CUENTAS DE RADIO Y DOMICILIO NAME AND ADDRESS OF COMPANY RESPONSIBLE FOR RADIO EXPENSES	
ESTADOUNIDENSE		LOS PROPIETARIOS	
CONSTRUIDO EN: BUILT IN:		FECHA DATED:	
AVONDALE, LOUISIANA		1953	
MATERIAL DEL CASCO MATERIAL OF THE HULL:		DIMENSIONES PRINCIPALES MAIN MEASUREMENTS	
ACERO		ESLORA LENGTH 91.44 MTS.	
CUBIERTAS UNA		MANGA BREADTH 27.43 MTS.	
MASTILES		PUNTAL DEPTH 5.61 MTS.	
CHIMENEAS		BAJO CUBIERTA 3,055.04	
		BRUTO 3,203.63	
		NETO 2,438.00	
		TONELAJE TONNAGE	

SERVICIO A QUE SE DEDICA LA NAVE
KIND OF SERVICE GIVEN BY THE VESSEL

CARGA SECA DRY CARGO	CARGA LIQUIDA LIQUID CARGO	PASAJEROS PASSENGERS	MIXTO MIXED	PESCA DE FISHING	DE SERVICIO DE KIND OF SERVICE
CLASE CLASS	CLASE CLASS	CLASE CLASS	CLASE CLASS	CLASE CLASS	EXPLORACION DE PETROLEO
1A. 1ST	2A. 2ND	3A. 3RD			

SISTEMA DE PROPULSION
PROPULSION SYSTEM

CLASE Y NUMERO DE MAQUINAS O MOTORES:
TYPE AND NUMBER OF ENGINES: SIN PROPULSION PROPIA

NUMERO Y TIPO DE CILINDROS:
NUMBER AND TYPE OF CYLINDERS:

MARCA O NOMBRE DE LOS FABRICANTES:
BRAND OR NAME OF MANUFACTURERS:

VELOCIDAD DE LA NAVE:
SPEED OF THE VESSEL:

CABALLO
HORSE POWER

La presente Patente Permanente debe ser cancelada y sustituida por otra en los casos que se describen al reverso de este documento.
The present Permanent Registration Certificate International Service must be cancelled and replaced by another one in cases that are described on the reverse of this document



EXPEDIDA, FIRMADA Y SELLADA POR EL SUSCRITO
ISSUED, SIGNED, AND SEALED BY THE UNDERSIGNED

A LOS DIAS
DATED: VEINTISIETE (27) DE ABRIL DE 1982 HACIENDA
DERECHOS: LIQ. 35111 DEL 6/7/81 11dg

DEFENDANTS EXHIBIT 2

EMPLOYMENT AGREEMENT
(HOURLY AND MANUAL MONTHLY EMPLOYEES)

JON C. WILANDER 439-52-7266 4612
(Name of Employer) (Social Security No) (Employee No)

McDERMOTT INTERNATIONAL, INC. (hereinafter referred to as "Employer") hereby offers you employment as a Foreman - Crafts 7640 in the Middle East Area subject to the terms and conditions herein set forth. The term of your employment will be for an indefinite period not to exceed One Year or Job Completion, beginning on the date of your authorized departure from the United States through your authorized departure from your work location, at a base rate of pay of:

Base Rate of Pay	\$	<u>10.85*</u>	per	<u>hour</u>
Expatriation Premium (30%)	\$	<u>805.00</u>	per	<u>month</u>
	\$	<u> </u>	per	<u> </u>

Your hours of work will be those assigned to you by Employer.

Employer may terminate your employment without cause at any time without prior notice except where the reason for your termination is completion or cessation of the job, work or project to which you are assigned in which case Employer will give you 30 days notice prior to your termination where this is practicable.

If your services are terminated by reason of discharge for cause, or if you should terminate your employment by resignation or abandonment of your work prior to the

*Note: Per Personnel Notification Form dated 7-27-83 this amount is incorrect.

maximum duration period of this agreement, no vacation allowance or contract-completion bonus is earned and none will be paid. Further, you will bear the cost of your return transportation to your home location.

All compensation and benefits provided by Employer shall cease at the time of your termination, except as may be specifically provided for or agreed upon. Employer assumes no duties or obligations except as set forth herein and as may be required by law.

Changes in this agreement will be valid only after they have been agreed upon mutually and confirmed in writing. The understandings set forth in this agreement supersede all contrary oral understandings or impressions you may have obtained in conversations with Employer representatives prior to the signing hereof.

In the event of accident or emergency, Employer is authorized to notify:

<u>Mrs. Georgia Wilander</u>	<u>Wife</u>
Name	Relationship if any
102 Lake Lane	
Lake Charles, Louisiana	318-478-2369
Address	Telephone

I HEREBY ACCEPT EMPLOYMENT ON THE TERMS AND CONDITIONS SET FORTH ABOVE AND ON THE ATTACHED PAGES.

<u>Jon C. Wilander</u>	<u>83 04 02</u>
(Signature of Employee)	Date
<u>illegible</u>	
(Employer's Representative)	DANIEL R. GAUBERT
	Group Controller

Date of Departure May 07, 1983

Date of Return _____

Attachments: Pages 2,3,4 & 5

WORKMAN'S COMPENSATION

If you suffer an occupational illness or injury, you will receive voluntary benefits at least equal to those provided for in the Workmen's Compensation Act of the State of Louisiana.

PERMANENT ADDRESS

The address of the person to be notified in the event of an accident or emergency as shown on the first page of this Employment Agreement shall be considered as your permanent address or the address of the person in whose care the Employer may communicate with you. In the event of your death while outside the continental limits of the United States during the period of this service under this Agreement, the Employer shall attempt to communicate with the person at the given address, and in the event no directions are received from such person within a reasonable time, or in the event you have left no written instructions with the Employer concerning the disposition of your body or personal effects, you authorized the Employer to make disposition of your body according to the law where you are employed at the time of your death and return your personal effects to the Executor or Administrator of your estate, or to the person named at the permanent address as appears to best expeditiously handle such matters.

DISCLOSURE OF INFORMATION

Employee hereby agrees that he will not, except with the prior written consent of Employer, make directly or indirectly any statement publicly whether to the press or in books, magazines, and periodicals or by advertisement or by radio, television or film or by any other medium with respect to matters relative to the operations of the Company with whom the Employer is working, or with respect to matters of a political nature which might impair the relations of the Employer, Employer's customers or subcontractors, or any other companies with whom the Employer is working or with any governments in the local area.

DEDUCTIONS - INCOME, F. I.C.A. AND OTHER TAXES

The employee hereby acknowledges his responsibility for payment of income taxes of the United States and of the country in which he is located. The Company has a plan of tax equalization (copy of which is available for inspection by the employee) which attempts to provide insofar as practicable that an eligible employee will pay no greater income tax, world wide, as a result of his Company employment, than if the employee had remained in the United States. The Plan's basic purpose is to maintain the various foreign allowances on a tax-free basis to the employee and to protect him from covered foreign tax rates which exceed the U.S. level of taxation. The Company, however, reserves the right to terminate or modify the plan at any time provided that, absent unusual circumstances, the Company would not make any such termination or modification effective prior to the beginning

of the calendar year following the year in which the decision to terminate or modify the plan is announced.

Under no circumstances will the Company be liable for any taxes for which you may become liable while you are on foreign assignment.

PHYSICAL EXAMINATION

You agree to submit to a physical examination prior to leaving your place of overseas employment or upon termination of your employment, by a physician selected by the Employer.

PROCESSING

You agree to have completed the following items prior to your departure from the United States:

- 1) Procurement of a valid passport from the United States of America, Visa Travel, or Work Permit; and
- 2) a physical examination to certify your fitness to perform the duties to which you will be assigned.

You will be paid one day's pay of eight (8) hours for each actual day of processing as determined by the Employer. This processing pay will be at your base rate.

HOURLY EMPLOYEES

TRANSPORTATION

The Employer will furnish all transportation for you from your home location to your work site. Subject to the

conditions set forth herein, return transportation will be furnished if you proceed directly to the United States upon completion of this Agreement.

The Employer may at its option deduct the cost of excess luggage from your pay. If you make a request at least seven (7) days prior to the date of departure the Employer may, at its option, grant you permission to ship air freight, at its expense, up to thirty (30) additional pounds of luggage.

The Employer will have the option of withholding Dollars One Hundred & Seventy Five (\$ 175.00) from each of your first Six full pay periods as a cash deposit for the payment of your return transportation in the event you should become obligated for its payment. If the cost of the return transportation is greater than the amount withheld, the excess will be deducted from your final wage payment and/or other monies due you. The amount withheld will be included in your final check, if you are not responsible for your return transportation.

HOURS OF WORK

You will receive your base rate of pay for eight (8) hours per day, 7 days per week when you are available for work. Any time worked in excess of eight (8) hours in one day shall be paid at one and one-half (1½) times the hourly base rate. You agree to work such hours as may be assigned by the Employer. No pay will be made for any day of absence from work unless excused by the Employer. If at any time during the course of your employment you are absent from work on any given day through your willful neglect, the Employer, at its option,

may elect not to pay you the normal day's pay for this unauthorized absence. This type of unauthorized absence may be considered as cause for termination of your contract by Employer.

EXPATRIATION PREMIUM

You will receive an Expatriation Premium as shown on page one (1) of this Agreement when you are available for work.

CONTRACT COMPLETION BONUS

A Contract-Completion Bonus of twenty-five per cent (25%) on the total straight time portion of your pay (which is total hours worked inclusive of time off and time off not taken hours times base rate of pay) will be paid on completion of this Agreement, subject to the conditions set forth on Page 1 of this Agreement.

VACATION

You will be entitled to a credit of two and one-half (2½) calendar days of vacation for each full calendar month of service rendered, subject to the conditions set forth on Page 1 of this Agreement. Your vacation time will be paid on the basis of eight (8) hours per day at the base hourly rate and you agree to take your vacation upon satisfactory completion of your work. You will assume the responsibility regarding the use of vacation time to maintain your tax status under United States Federal Income Tax Laws.

MIDDLE EAST
HOURLY EMPLOYEES
30 ON - 10 OFF

TIME OFF

You will be allowed ten (10) days off every thirty (30) days worked under this Agreement. On all local time off periods, the Employer will provide you with transportation from your work area to a rest area designated by the Employer. At the rest area, the Employer will provide accommodations and meals. Depending upon the work schedule and the necessity of maintaining continuity of operations at the job site, the Employer may elect for you to continue working without time off at its discretion. Should the Employer elect that you work, you will be paid an additional eight (8) hours per day at your straight time rate with all applicable bonuses for each day off not allowed. If the Employer requires you to work your scheduled time off, it shall be your responsibility to see that your supervisor prepares and signs the time ticket for the additional hours given for working during the time off period. This signed time ticket must be submitted by your supervisor to the respective regional administrative office or you will not be entitled to pay for working your time off. The aforementioned ten (10) days does not include travel time to and from the job site to the local designated time off location. You will not be paid for any transportation to and from the work area unless you actually take time off and these expenses are incurred.

Employment Agreements for a minimum of six (6) months duration but less than one (1) year qualify for one trip to Athens as outlined in Plan 2. If you are employed

on the basis of a one year Employment Agreement, a choice of time off plans as outlined below must be made by you prior to your departure for the work area:

PLAN 1:

During your employment under this Agreement you may elect to work a minimum of ninety (90) days whereby you would then earn thirty (30) time off days and air transportation at the lowest applicable rate from your work area to your home location and return. The air transportation can be earned only once during your contract period. The aforementioned thirty (30) days does not include travel time to and from the job site to the local designated departure location, but is inclusive of travel time from the local designated departure location to your home location and return to the local designated departure location. It is your responsibility to ascertain the date you are required to return to your local designated departure location prior to your departure for your thirty (30) days off and have firm return trip airline reservations made prior to your departure for home. Any extension of time taken by you in your home location must be, first of all, approved by local management and will, if approved be without pay. Should the airline ticket the Company has provided you with expire, you will be charged with the additional cost, if any, incurred to return you to the work area. An unauthorized extension of time may be considered as grounds for terminating you for cause. You will not be paid for any transportation to and from the work area unless you actually take time off and these expenses are incurred. You may start working the ninety

(90) days from the first day of your employment, however, the thirty (30) days time off period and air transportation must be utilized after the third month and before the beginning of the tenth month of employment. The first thirty (30) days of earned time off not taken will be paid to you as time off taken pay during your thirty (30) day trip to your home location or, if at termination of this Agreement no home trip has been taken, you will be paid for all time off not taken days. The trip to your home location is contingent upon the work requirements in the area and will be rescheduled or cancelled should the work load dictate. No cash in lieu (or cash equivalent) of the unused airline ticket will be paid. If the trip is cancelled, the Employer will pay you an additional eight (8) hours per day at your straight time rate with all applicable bonuses for the thirty (30) days disallowed. There will be no per diem paid for the thirty (30) days spent in your home location.

MIDDLE EAST HOURLY EMPLOYEES TIME-OFF (30/10)

In addition, twice during the period of this Agreement, the Employer, at its discretion will provide you with transportation at excursion rates from the work area to Athens, Greece and return. The duration of the excursion is ten (10) days each trip. While in Athens for the ten (10) day period, the Employer will pay you a per diem allowance of \$12.50 per day for meals and \$12.50 per day for lodging.

With Employer approval, in lieu of a trip to Athens, you may elect to use up to the total value of the airline ticket

to and from Athens to a location of your choice. In such case, the same provisions as set forth above relative to an excursion to Athens will apply, including duration, and pay for food and lodging. In lieu of taking an excursion as provided for herein, you may use the value of your airline ticket for dependents (defined as spouse and dependent children) to travel to and from the work location. No cash reimbursement will be given for any portion of the per day allowance or airline tickets not used. The allowance and tickets may not be deferred to another contract period.

While on time off, you will be paid for eight (8) hours per day at your straight time rate.

When you leave the work area during any time off period, the Employer shall have no responsibility for you and shall have no liability for any injury or illness suffered by you from the time of your departure from the work area until your return.

OR

PLAN 2:

Three (3) times during the period of this Agreement, the Employer will provide you with transportation at excursion rates from the work area to Athens and return. The duration of the excursion is ten (10) days each trip. While in Athens for the ten (10) day period, the Employer will pay you a per diem allowance of \$12.50 per day for meals and \$12.50 per day for lodging. Under this plan, you will not be allowed to return to your home location at Company expense.

With Employer approval, in lieu of a trip to Athens, you may elect to use up to the total value of the airline ticket to and from Athens to a location of your choice. In such case, the same provisions as set forth above relative to an excursion to Athens will apply, including duration, and pay for food and lodging. In lieu of taking an excursion as provided for herein, you may use the value of your airline ticket for your dependents (defined as spouse and dependent children) to travel to and from the work location. No cash reimbursement will be given for any portion of the per day allowance or airline tickets not used. The allowance and tickets may not be deferred to another contract period.

While on time off, you will be paid for eight (8) hours per day at your straight time rate.

When you leave the work area during any time off period, the Employer shall have no responsibility for you and shall have no liability for any injury or illness suffered by you from the time of your departure from the work area until your return.

I ACCEPT PLAN 1 ☒ PLAN 2 ☐ AND REALIZE THAT I WILL NOT BE ABLE TO CHANGE TIME OFF PLANS DURING THE COURSE OF THIS EMPLOYMENT AGREEMENT UNLESS APPROVED BY EMPLOYER.

/s/ Jon C. Wilander
SIGNATURE OF EMPLOYEE

April 02, 1983
DATE

USE OR POSSESSION OF DRUGS OR NARCOTICS

This policy is for the safety of the employee and his family, possible protection of the employee from foreign legal action, and the protection of the Company.

It is the Company's policy not to condone the use, possession or selling of non-prescription drugs or narcotics considered dangerous or illegal by the U.S. Department of Justice or of authorities at the foreign location, or the arrival on Company property under the influence of such materials. If any employee is involved in any such a circumstance, immediate termination of employment will result.

In addition, any employee taking prescribed medication will be required to present a note from a physician stating the name of the medication, the length of time and the employee is to continue taking the medication, and a statement that the employee should be able to work while under such medication without posing danger to himself or to other employees. In keeping with this policy, periodic searches of Company premises and equipment as well as personal belongings will be made.

Many foreign countries in which the Company operates have extremely severe drugs laws which include the death penalty for some of the above circumstances. It is understood that if you and/or your family violate any of the foreign countries' drug laws, the Company and your embassy, high commission or consul are virtually powerless to come to your aid.

We regret any inconvenience that the implementation of the policy may cause, but the protection of your health and safety certainly warrants this.

READ, UNDERSTOOD AND
ACCEPTED

April 02, 1983
DATE

Jon C. Wilander
SIGNATURE OF EMPLOYEE

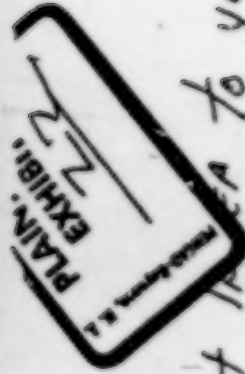
HEALTH CARE COVERAGE

All Health Care Benefits provided by Employer shall cease on the last day of the month of termination. Following a contract completion (not including broken contracts), participating expatriates who will return to work immediately following the expiration of their accrued vacation time will be provided with an automatic extension of Group Health Coverage for an additional month. The only acceptable proof that an employee will return to work for the company is a new fully executed employment contract and/or written notification to the NOLA Employee Benefits Department by the respective personnel group. Employee contribution will, of course, be required for the additional month of coverage. For those employees not qualifying for the automatic extension of Group Health Coverage, we have an arrangement with the Travelers Insurance Company for a Group Health Conversion Plan. Your local personnel office can assist you should you desire this type of coverage.

READ, UNDERSTOOD &
ACCEPTED

/s/ Jon C. Wilander
SIGNATURE

April 02, 1983
DATE



MAY 12, 1983

Hello My Love

This first letter to you, is being written from the "DB-7", my home for awhile. This barge is no better, nor worse than some of the other barges I have lived on, so I'm O.K.

U. S. DISTRICT COURT
WESTERN DISTRICT OF LA.
FILED IN EVIDENCE

3-8-88 (DATE)

I miss you, Baby and I love you plenty. Believe me, I am already counting the days.

ROBERT H. SHENWELL, JR.

BY JIMMY

When I arrived on this barge, my old friend, Jim And Shields was waiting for my helicopter, to greet me and he had saved room in his cabin (captain's cabin) for me. So I have gotten the "Red Carpet" treatment since I arrived. I spoke with him about Don Gaspard, and he will help as much as he can, which is quite a lot. My Baby, I enjoyed being with you during our vacation and I can hardly wait to see you again, in Spain.

Write, and tell me all about your arrangements.

Sagar, the DB-7 is going into Dubai on the 29th of May, for repairs, but my men and I will stay off-shore on a boat until another barge comes out. So, for an address use "McDermott-Dubai Offshore" it should reach me alright.

Another short letter, I know, but I will write often.

Tell my "Deep-Sea Fishing buddy" that I love him and I will write him a letter soon.

I love you, Baby Son

~~Handwritten~~ My love



MAY 23, 1983

I want miss you, Sugar, And I am counting the days till we are together again.

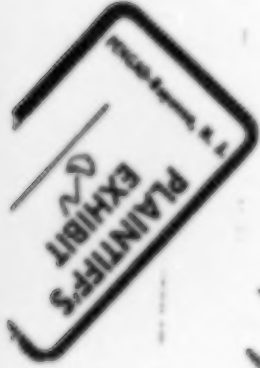
Sugar, I want you to understand, why this is only my second letter to you. Since I have been here on the DB-7, the boat arriving tomorrow is only the second boat since my return. So, the opportunity to mail letters is very limited. I have not yet received a letter from you, my love, but I am sure something will arrive soon. The first month back is very difficult.

Baby, the DB-7 is leaving this field and is going into dry-dock in Dubai, which means that my men and I will be living aboard a work boat called the "Force Tides" (I mentioned all this in my first letter) we have added a radio shack to the equipment on board the boat and it is my hope, that I will be able to call you and hear your sweet voice. It will all depend on the quality of the radio and the weather, but I will do my very best to reach you. Tell my son, Grant, that I love him very much.

I love you with all my heart

~~Ken~~

2-8-88
(DATE)



JAN 7, 1983
M.V. FOREN TIDE

RECEIVED
JAN 13 1988
CLERK

HELLO MY BABY,

I'm still working off the "M.V. FOREN TIDE" rather than a barge, and, my love, I've tried to call you several times, but car radio is not strong enough to reach the operator in Miami. So, I will have to reach you when the barge comes back into the field.

I have not received another letter from you, so I'm still in the dark concerning your plans and arrangements. Write soon, baby.

I love you and miss you, my baby. The days and nights are very long and lonely. I am still counting the days until I can hold you again.

The job is going alright and the weather is very hot and the seas are calm. Things here are very boring.

I have not received a paycheck, but I have been assured that my checks have been sent to our bank.

Tell my son Grant, "I love him and miss him." And, baby, ask him to write me a letter.

I apologize for the short letter this time. I'll try to make my next letter longer.

Don't forget our dreams, my love.

I love you dearly,
Don

DEFENDANT'S EXHIBIT 7
 DEFENDENT'S EXHIBIT 7A

JUNE 29TH, 1983
 TELEX NO. DB9/06/222

'83 JUNE 29 2:13

DERRICK BARGE 9

WEATHER
 WINDS
 SEAS
 VISIBILITY

BARGE SUPERINTENDENT
 FIELD ENGINEER
 LOCATION

WATER DEPTH
 CUSTOMER

PROGRESS REPORT
 FOR JUNE 28TH, 1983

SLIGHT HAZE
 NW 18-20 KNOTS
 6-8 OCC. 9 FEET
 7-9 MILES

R.D. CARL
 G. ROOZITALAB
 BH FIELD QATAR -
 BH29 JACKET
 110 FEET
 QATAR GENERAL
 PETROLEUM CORPO-
 RATION

JOB NUMBER CONTRACT

69178-35900 BARGE SUPPORT DURING HOOK UP
 0001-0900 ASSISTING HOOK UP CREW ON
 BHSC/BHJ2 PLATFORMS.

M/W:
 001-0015 RELOCATED WALKWAY TO
 THE PLATFORM TOWARDS THE CEN-
 TER OF DB9.

0500-0730 OFFLOADED MATERIALS
AND SUPPLIES FROM M/V. "MAR-
SEA8"

JOB NUMBER CONTRACT

69003-47600 WEATHER DOWNTIME
0900-2400 MOVED BARGE AWAY FROM BH29
DUE TO THE WEATHER.
STANDING BY 500' AWAY FROM BH29
AND WAITING ON WEATHER TO SUB-
SIDE.

WEATHER CONDITION:
0800-1000 WINDS NW 18-20 KNOTS
SEAS 6-8 FEET
1000-1200 WINDS NW 18-20 GUST 24
KTS SEAS 6-8 FEET
1200-1500 WINDS NW 18-20 GUST 24
KTS SEAS 6-8 OCC 9 FEET
1500-1800 WINDS NW 18-20 KTS SEAS
7-9 FEET OCC 10 FEET
1800-2100 WINDS NW 18-20 KTS SEAS
6-7 FEET
2100-2400 WINDS NW 18-20 KTS SEAS
6-7 FEET

M/W: "GATE TIDE" (PAINT BOAT)
STANDING BY WAITING ON
WEATHER

ACCUMULATED TOTAL DAYS:

M/R. TYPE DESCRIPTION	ACC. TOTAL CONT/F.ACC	S/BY EQPT	DOWN TIME W/REP	WOW
69012 CONT 2ND MOB/DEMOB OF DB09	1.32	-	-	-
69002 CONT RIG UP DB09 & STINGER	1.37	-	-	-
69043 CONT 6" P/L PS2C TO MM32-L	5.00	0.50	1.28	0.88
69183 INSU SURVEY/REPAIR MM91	0.29	-	0.93	-
(MM32-L) PS2 P/L				
69043 CONT 6" P/L PS2C TO MM32-S	3.00	-	0.39	0.06
69043 F/AC EXTRA WORK MANOEUVRE	0.05	-	-	-
BARGE BETWEEN EXISTING				
M/BUOY - PS2C				
69043 CONT 6" P/L PS2C TO MM33	1.49	-	-	0.03
69043 CONT 6" P/L PS2C TO MM31-L	2.25	-	0.04	0.01
69043 CONT 6" P/L PS2C TO MM31-S	2.03	-	0.07	-
69043 F/AC STOP LAYING, WAITING ON	0.03	0.03	-	-
CUSTOMER				
USE WEAKER SOURCE AS PER	0.26	0.26	-	-
CUSTOMER				
69168 CONT HOOK UP MM31	1.03	-	-	-
69133 F/AC RISER/CLAMP MM31	0.25	-	-	-
69133 CONT RISER/CLAMP MM31-L	1.25	-	-	-
69133 CONT RISER/CLAMP MM31-S	1.07	-	-	-

M/R. TYPE	DESCRIPTION	ACC. TOTAL CONT/F.ACC	S/BY EQPT	DOWN TIME W/REP	WOW
69133 CONT	RISER/CLAMP MM33	1.34	—	—	—
69133 F/AC	WAITING ON CUSTOMER SUPPLIED BOLTS	0.14	0.14	—	—
68168 CONT	HOOK UP MM33	0.63	—	—	—
69133 CONT	RISER/CLAMP MM32-S	0.79	—	0.04	—
69133 F/AC	RISER/CLAMP MM32	0.29	—	—	—
69133 CONT	RISER/CLAMP MM32-L	0.73	—	—	—
69168 CONT	HOOK UP MM32	0.81	—	—	—
69063 CONT	6" P/L SHORE TO PS2	8.63	0.63	0.04	0.25
69012 CONT	INTER FIELD TOW TIME	0.96	—	—	—
69123 F/AC	REPLACE 10" RISER FLANGE	1.05	—	—	—
	AT PS1C - ISSB	0.81	—	—	—
69123 F/AC	REPLACE 10" RISER FLANGE	0.38	—	—	—
69123 F/AC	AT PS1C - ISSC	0.19	—	—	—
69123 F/AC	TEST PIPING, INSTALL CHOKE VALVES PS1C ON 10"	0.90	—	—	—
	ISSA LINE	0.25	—	—	—
69123 CONT	ISSB LINE	0.90	—	—	—
69073 F/AC	RISER/CLAMP IS3 CUT/SALVAGE 6" P/L	0.25	—	—	—

M/R. TYPE	DESCRIPTION	ACC. TOTAL CONT/F.ACC	S/BY EQPT	DOWN TIME W/REP	WOW
69123 F/AC	PS1C - IS3	0.08	—	—	—
69158 CONT	INSTALL RISER & CLAMPS IS3	0.62	—	—	—
69033 CONT	HOOK UP IS3	1.51	—	—	—
69033 CONT	MPTI ISSA 10"	1.83	—	—	—
69033 CONT	MPTI ISSA 6"	1.70	—	—	—
69178 CONT	HOOK UP PS3C	5.23	0.10	—	2.48
69053 CONT	10" P/L PS3C TO BHSC	0.31	—	0.31	—
69003 CONT	DOWNTIME EQUIPMENT	5.02	—	0.38	0.36
69053 CONT	12" P/L PS3C TO BHJ2	4.29	—	0.38	—
69053 CONT	10" P/L PS3C TO BHJ2	3.01	0.35	0.21	0.15
69053 CONT	6" P/L BHSC TO BH29	1.15	—	—	—
69143 CONT	RISER/CLAMP 10" PS3C-BHJ2	0.07	0.07	—	—
69143 F/AC	WAITING ON CUSTOMER, TO START HOT WORK	1.53	—	—	—
69033 CONT	MPTI 6" ISSA	0.37	—	—	—
69033 F/AC	CUT/REPLACE 6" P/L MPTI (ISSA)	0.86	—	—	—
69033 CONT	MPTI 6" IS16	0.36	—	—	—
69093 CONT	CROSSOVER 6"/12" PS1-SHORE	0.36	—	—	—
69033 CONT	CROSSOVER 6"/24" PS1-SHORE	1.96	0.24	0.13	—
69053 CONT	6" P/L BH25 TO BHSC	0.30	—	—	—
69053 F/AC	RELOCATE NO. 3 ANCHOR DUE	0.30	—	—	—

M/R. TYPE	DESCRIPTION	ACC. TOTAL CONT/FACC	DOWNTIME S/BY EQPT	W/REP	WOW
	TO UNCHARTED SITE				
69143 CONT	RISER/CLAMP 12" PS3C-BHJ2	1.29	—	—	—
69143 CONT	RISER/CLAMP 10" PS3C-BHSC	0.69	—	—	—
69178 F/AC	WAITING ON CUSTOMER TO ISSUE WORK PERMIT	0.05	0.05	—	—
69143 F/AC	REMOVE 6" RISER AT BHJ2	0.20	—	—	—
69143 F/AC	S/BY OIL/GAS LEAKS AT BHJ2/BHSC	0.09	0.09	—	—
69178 CONT	HOOK UP BHSC/BHJ2	8.95	—	—	2.02
69143 F/AC	6" RISER AT BHJ2	0.58	—	—	—
69143 CONT	10" RISER AT BHJ2	1.22	—	—	—
69178 F/AC	S/BY ON CUSTOMER, TO MOVE INTO BHSC/BHJ2	1.31	1.31	—	—
69143 CONT	12" RISER AT BHJ2	0.86	—	—	—
69178 CONT	10" PIG PS3C TO BHJ2	0.15	—	—	—
69178 CONT	12" PIG PS3C TO BHJ2	0.57	—	—	—
69143 CONT	B/LANDING AT BHJ2	0.52	—	—	—
69143 CONT	VIDEO RISER AT BHJ2	0.12	—	—	—
69143 CONT	6" RISER BHSC/BH29	1.23	—	—	—
69143 CONT	6" RISER/OFFSET AT BH29	0.94	—	0.04	—
69178 CONT	HOOK UP BH29 P/F	1.00	—	—	—
	TOTAL	88.92	2.90	4.89	0.82
					0.62
					6.79

USEABLE FUEL AND WATER 24 HRS STATUS JUNE 28, 1983

	FUEL	WATER
1. OPENING INVENTORY	93764	316748
2. PRODUCED BY BARGE	0	7198
3. CONSUMED BY BARGE	1122	17078
4. CLOSING INVENTORY	92642	306868

EQUIPMENT REPORT:	CONT.	CONT.
	69178	69003
	35900	47600

DERRICK		
BARGE 9	9	15
JARAMAC 8	9	15
JARAMAC 61	9	15
GATE TIDE	9	15
INTERMAC		
204	9	15
MESA		
STINGER	9	15

MARINE MOVEMENTS:

0500 HRS MARSEA-8 ARRIVED DB9
0740 HRS MARSEA-8 DEPT. TO DUBAI

SAFETY MEETING

20TH JUNE 1983 : FIRE AND SHIP ABANDON DRILL.
18TH JUNE 1983 : SAFETY MEETING HELD.

ACCIDENT REPORT

DERRICK BARGE AND SPREAD : NONE

24 HRS FORECAST:

IF WEATHER PERMITS, INSTALL 6" RISER AND HOOK
UP ON BH29 P/FORM.
GATE TIDE WILL RESUME PAINTING ON BHJ2.

COMPLETION DATE:PRESENT PROGRESS AT 0600 HRS. JUNE 29, 1983

STANDING BY WAITING ON WEATHER.

LOCATION : BH FIELD, QATAR

WEATHER : FINE

WIND : NW 20-22 KNOTS

SEA : 7-9 OCC. 10 FT.

VISIB. : 8-10 MILES

0000-0600 STANDING BY WAITING ON WEATHER.

PERSONEL
MOVEMENTSARRIVALDEPARTURE

J. WALLENDER

R. FRITZ

P. ROBINSON

J. BUTTERS

W. TABONY

R. DENT

B. CAPLIAN

T. LOGAN

V. PILLAI

PERSONNEL LIST FOR JUNE 28, 1983CLASSIFICATIONTOTAL1. WESTERN SUPERVISION

A: MCDERMOTT

BARGE SUPERINTENDENT	1
FIELD ENGINEER	1
CHIEF ENGINEER	0
FIRST ENGINEERS	1
SECOND ENGINEER	1
BARGE FOREMAN	1
RELIEF BARGE FOREMAN	1
WELDER FOREMAN	1
LEADERMAN	1
DERRICK OPERATORS	2

ANCHOR FOREMAN	1
HOIST OPERATORS	4
BARGE ELECTRICIAN	1
LEAD DIVER	1
DIVERS	3
DIVING SUPERVISOR	1
RADIOGRAPHERS	2
PIPE FITTER FOREMAN	1
SAFETY ENGINEER	1
PAINTER FOREMAN	1

B: SUB-CONTRACTORS

SURVEYORS (HYDROSPACE)	1
DIVERS (HYDROSPACE)	2
DIVERS (U.W.W.)	3
STRESS RELIEVER (COOPERHEAT)	1

TOTAL WESTERN SUPERVISION 36

2. NON-WESTERN SUPERVISION

A: MCDERMOTT NONE 0

B: SUB-CONTRACTORS

X-RAY TECHNICIANS (VETCO) 2

TOTAL NON-WESTERN SUPERVISION 2

3. BELOW DECK

A: MCDERMOTT

1. WESTERN	
CHIEF STEWARD	1
MEDIC	1
2. ASIANS, S.E. ASIANS & INDIGENOUS	
SENIOR CLERK	1
INTERMEDIATE CLERK	1
JUNIOR CLERK	1
MATERIAL CONTROLLER	1
MATERIAL CLERKS	2

MEDIC	1
SENIOR MEDIC	0
FIRST ENGINEERS	2
SECOND ENGINEER	0
THIRD ENGINEERS	8
BARGE ELECTRICIANS	2
MACHINIST	1
MCD. YARD PERSONNEL	3
CARPENTERS	2
BARBER	1
B: SUB-CONTRACTORS	
ALBERT ABELA	35
TOTAL BELOW DECK	63
4. <u>PRODUCTIVE LABOUR (ASIANS, S.E. ASIANS & INDIGENOUS)</u>	
A: SUPPORTS	
RIGGER FOREMEN	3
RIGGERS	29
RIGGERS (YARD)	7
TOTAL SUPPORTS	39
B: DIRECTS	
WELDER FOREMAN	1
WELDERS	20
CRAWLER CRANE OPERATORS	3
WELDER HELPERS	2
PIPE FITTER FOREMEN	2
PIPE FITTERS	16
PAINTERS	9
PIPING/MECHANICAL ENGINEER	1
TOTAL DIRECTS	54
5. <u>CUSTOMER REPS.</u>	
Q.G.P.C. REPS.	4
WELDING INSPECTORS	5

6. VISITORS

NONE	0
GRAND TOTAL	203
JUNE 30TH 1983	
TELEX NO. DB9/06/225	

'83 JUN 30 2:02

DERRICK BARGE 9

WEATHER
WINDS
SEAS
VISIBILITY

PROGRESS REPORT
FOR JUNE 29TH, 1983

FINE
NW 25-30 KNOTS
8-10 FEET
7-9 MILES

BARGE SUPERINTENDENT
FIELD ENGINEER
LOCATION

R.D. CARL
G. ROOZITALAB
BH FIELD QATAR -
BH29 JACKET

WATER DEPTH
CUSTOMER

110 FEET
QATAR GENERAL
PETROLEUM CORPO-
RATION

JOB NUMBER
69003-47600
0001-2400

CONTRACT
WEATHER DOWNTIME
STANDING BY WAITING ON
WEATHER TO SUBSIDE AT BH29P/F.

MEANWHILE:
0001-0800 CHANGE OUT BOOM CABLE
ON 3900 CRANE
M/W: GENERAL BARGE MAINTENANCE.

WEATHER CONDITION:

0001-0300 WIND NW 18-20 KTS SEAS
7-9 FEET
0300-0600 WIND NW 20-25 KTS SEAS
7-9 OCC 10 FEET
0600-0900 WIND NW 20-25 KTS SEAS
8-10 FEET
0900-1200 WIND NW 20-25 GUST 30
SEAS 8-10 OCC 12 FEET
1200-1500 WIND NW 20-25 GUST 30
SEAS 9-11 OCC 14 FEET
1500-1800 WIND NW 25-30 GUST 35
SEAS 10-12 OCC 14 FEET
1800-2100 WIND NW 20-25 GUST 30
SEAS 9-11 OCC 13 FEET
2100-2400 WIND NW 20-25 SEAS 8-10
FEET

MEANWHILE: "GATE TIDE"

0001-2400 GATE TIDE STANDING BY
AT MOORING IN BH FIELD, WAITING
ON WEATHER TO SUBSIDE TO MOVE
INTO BHJ2/BHSC PLATFORM TO
COMPLETE PAINTING.

ACCUMULATED TOTAL DAYS:

M/R. TYPE	DESCRIPTION	ACC. TOTAL CONT/F.ACC	S/BY	EQPT	W/REP	WOW	D O W N T I M E
69012 CONT	2ND MOB/DEMOB OF DB09	1.32					
69002 CONT	RIG UP DB09 & STINGER	1.37		1.28			
69043 CONT	6" P/L PS2C TO MM32-L	5.00	0.50	0.93		0.88	
69183 INSU	SURVEY/REPAIR MM91 (MM32-L) PS2 P/L	0.29					
69043 CONT	6" P/L PS2C TO MM32-S	3.00		0.39	0.06		
69043 F/AC	EXTRA WORK MANOEUVRE [sic] BARGE BETWEEN EXISTING M/BUOY - PS2C	0.05					
69043 CONT	6" P/L PS2C TO MM33	1.49			0.03		
69043 CONT	6" P/L PS2C TO MM31-L	2.25		0.04	0.01		
69043 CONT	6" P/L PS2C TO MM31-S	2.03		0.07			
69043 F/AC	STOP LAYING, WAITING ON CUSTOMER	0.03	0.03				
69043 F/AC	USE WEAKER SOURCE AS PER CUSTOMER	0.26	0.26				
69168 CONT	HOOK UP MM31	1.03					
69133 F/AC	RISER/CLAMP MM31	0.25					
69133 CONT	RISER/CLAMP MM31-L	1.25					
69133 CONT	RISER/CLAMP MM31-S	1.07					

M/R. TYPE	DESCRIPTION	ACC. TOTAL CONT/FACC	S/BY EQPT	DOWN TIME W/REP	WOW
69133 CONT	RISER/CLAMP MM33	1.34	—	—	—
69133 F/AC	WAITING ON CUSTOMER SUPPLIED BOLTS	0.14	0.14	—	—
68168 CONT	HOOK UP MM33	0.63	—	—	—
69133 CONT	RISER/CLAMP MM32-S	0.79	—	0.04	—
69133 F/AC	RISER/CLAMP MM32	0.29	—	—	—
69133 CONT	RISER/CLAMP MM32-L	0.73	—	—	—
69168 CONT	HOOK UP MM32	0.81	—	—	—
69063 CONT	6" P/L SHORE TO PS2	8.63	—	0.63	0.25
69012 CONT	INTER FIELD TOW TIME	0.96	—	—	—
69123 F/AC	REPLACE 10" RISER FLANGE AT PS1C - ISSB	1.05	—	—	—
69123 F/AC	REPLACE 10" RISER FLANGE AT PS1C - ISSC	0.81	—	—	—
69123 F/AC	TEST PIPING, INSTALL CHOKE VALVES PS1C ON 10"	0.38	—	—	—
69123 F/AC	ISSA LINE	0.19	—	—	—
69123 F/AC	TEST PIPING, INSTALL CHOKE VALVES PS1C ON 10"	0.90	—	—	—
69073 F/AC	ISSB LINE	0.25	—	—	—
69123 CONT	RISER/CLAMP IS3	0.90	—	—	—
69073 F/AC	CUT/SALVAGE 6" P/L	0.25	—	—	—

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M/R. TYPE	DESCRIPTION	ACC. TOTAL CONT/FACC	S/BY EQPT	DOWN TIME W/REP	WOW
69123 F/AC	PS1C - IS3	0.08	—	—	—
69158 CONT	INSTALL RISER & CLAMPS IS3	0.62	—	—	—
69033 CONT	HOOK UP IS3	1.51	—	—	—
69033 CONT	MPTI ISSA 10"	1.83	—	—	—
69033 CONT	MPTI ISSA 6"	1.70	—	—	—
69178 CONT	HOOK UP PS3C	5.23	0.10	—	2.48
69053 CONT	10" P/L PS3C TO BHSC	0.31	—	0.31	—
69003 CONT	DOWNTIME EQUIPMENT	5.02	—	0.38	0.36
69053 CONT	12" P/L PS3C TO BHJ2	4.29	—	0.38	—
69053 CONT	10" P/L PS3C TO BHJ2	3.01	0.35	0.21	0.54
69053 CONT	6" P/L BHSC TO BH29	1.15	—	—	—
69143 CONT	RISER/CLAMP 10" PS3C-BHJ2	0.07	0.07	—	—
69143 F/AC	WAITING ON CUSTOMER, TO START HOT WORK	1.53	—	—	—
69033 CONT	MPTI 6" ISSA	0.37	—	—	—
69033 F/AC	CUT/REPLACE 6" P/L	0.86	—	—	—
69033 CONT	MPTI (ISSA)	0.36	—	—	—
69033 CONT	MPTI 6" IS16	0.36	—	—	—
69093 CONT	CROSSOVER 6"/12" PS1-SHORE	0.36	—	—	—
69033 CONT	CROSSOVER 6"/24" PS1-SHORE	1.96	—	0.24	0.13
69053 CONT	6" P/L BH25 TO BHSC	0.30	—	—	—
69053 F/AC	RELOCATE NO. 3 ANCHOR DUE	0.30	—	—	—

85

M/R. TYPE	DESCRIPTION	ACC. TOTAL				DOWN TIME			
		CONT/FACC	S/BY	EQPT	W/REP	WOW			
69143 CONT	TO UNCHARTED SITE	1.29	—	—	—	—	—	—	—
69143 CONT	RISER/CLAMP 12" PS3C-BHJ2	0.69	—	—	—	—	—	—	—
69178 F/AC	RISER/CLAMP 10" PS3C-BHSC	0.05	0.05	—	—	—	—	—	—
	WAITING ON CUSTOMER TO								
	ISSUE WORK PERMIT								
69143 F/AC	REMOVE 6" RISER AT BHJ2	0.20	—	—	—	—	—	—	—
69143 F/AC	S/BY OIL/GAS LEAKS AT	0.09	0.09	—	—	—	—	—	—
	BHJ2/BHSC								
69178 CONT	HOOK UP BHSC/BHJ2	8.95	—	—	—	—	—	—	2.02
69143 F/AC	6" RISER AT BHJ2	0.58	—	—	—	—	—	—	—
69143 CONT	10" RISER AT BHJ2	1.22	—	—	—	—	—	—	—
69178 F/AC	S/BY ON CUSTOMER, TO MOVE	1.31	1.31	—	—	—	—	—	—
	INTO BHSC/BHJ2								
69143 CONT	12" RISER AT BHJ2	0.86	—	—	—	—	—	—	—
69178 CONT	10" PIG PS3C TO BHJ2	0.15	—	—	—	—	—	—	—
69178 CONT	12" PIG PS3C TO BHJ2	0.57	—	—	—	—	—	—	—
69143 CONT	B/LANDING AT BHJ2	0.52	—	—	—	—	—	—	—
69143 CONT	VIDEO RISER AT BHJ2	0.12	—	—	—	—	—	—	—
69143 CONT	6" RISER BHSC/BH29	1.23	—	—	—	—	—	—	—
69143 CONT	6" RISER/OFFSET AT BH29	0.94	—	—	—	—	—	—	—
69178 CONT	HOOK UP BH29 P/F	1.00	—	—	—	—	—	—	—
	TOTAL	88.92	2.90	4.89	0.82	0.62	6.79		

USEABLE FUEL AND WATER 24 HRS STATUS JUNE 29TH, 1983

	FUEL	WATER
1. OPENING INVENTORY	92642	306865
2. PRODUCED	0	0
3. RECEIVED FROM JAR-61	9084	0
4. BARGE CONSUMED	1240	18690
5. CLOSING INVENTORY	100486	288175

EQUIPMENT REPORT: CONTRACT
69003-
47600

DERRICK	
BARGE 9	24
JARAMAC 8	24
JARAMAC 61	24
JARAMAC 44	5.50
INTERMAC	
204	24
ME5A	
STINGER	24
GATE TIDE	24

NOTE: 1830 HRS PICKED UP TIME OF JARAMAC 44

EQUIPMENT MOVEMENTS:

2200 HRS JAR-44 ARRIVED DB9

SAFETY MEETING

20TH JUNE 1983 : FIRE AND SHIP ABADON [SIC]
DRILL:
18TH JUNE 1983 : SAFETY MEETING HELD

ACCIDENT REPORT

DERRICK BARGE AND SPREAD : NONE

24 HRS FORECAST:

IF WEATHER PERMITS, INSTALL 6" RISER AND HOOK
UP ON BH29 P/FORM.
GATE TIDE WILL RESUME PAINTING ON BHJ2.

COMPLETION DATE:

WILL ADVISE LATER

PRESENT PROGRESS AND WEATHER - 0600 HRS.

JUNE 30, 1983

STANDING BY WAITING ON WEATHER

LOCATION : BH FIELD, QATAR.

WEATHER : FINE

WINDS : NW 25-30 KNOTS

SEAS : 10-12 OCC. 14 FT.

VISIBILITY : 8-10 MILES

0000-0600 STANDING BY WAITING ON WEATHER.

PERSONNEL MOVEMENT: ARRIVAL/DEPARTURE -
NONEPERSONNEL LIST FOR JUNE 29, 1983CLASSIFICATIONTOTAL1. WESTERN SUPERVISION

A: MCDERMOTT

BARGE SUPERINTENDENT	1
FIELD ENGINEER	1
CHIEF ENGINEER	0
FIRST ENGINEERS	1
SECOND ENGINEER	1
BARGE FOREMAN	1
RELIEF BARGE FOREMAN	1
WELDER FOREMAN	1
LEADERMAN	1
DERRICK OPERATORS	2
ANCHOR FOREMAN	1
HOIST OPERATORS	4

BARGE ELECTRICIAN	1
LEAD DIVER	1
DIVERS	3
DIVING SUPERVISOR	1
RADIOGRAPHERS	2
PIPE FITTER FOREMAN	1
SAFETY ENGINEER	1
PAINTER FOREMAN	1

B: SUB-CONTRACTORS

SURVEYORS (HYDROSPACE)	4
DIVERS (HYDROSPACE)	2
DIVERS (U.W.W.)	3
STRESS RELIEVER (COOPERHEAT)	1

TOTAL WESTERN SUPERVISION 36

2. NON-WESTERN SUPERVISION

A: MCDERMOTT

NONE 0

B: SUB-CONTRACTORS

X-RAY TECHNICIANS (VETCO) 2

TOTAL NON-WESTERN SUPERVISION 2

3. BELOW DECK

A: MCDERMOTT

1. WESTERN

CHIEF STEWARD	1
MEDIC	1

2. ASIANS, S.E. ASIANS & INDIGENOUS

SENIOR CLERK	1
INTERMEDIATE CLERK	1
JUNIOR CLERK	1

MATERIAL CONTROLLER	1
MATERIAL CLERKS	2
MEDIC	1
SENIOR MEDIC	0
FIRST ENGINEERS	2
SECOND ENGINEER	0
THIRD ENGINEERS	8
BARGE ELECTRICIANS	2
MACHINIST	1
MCD. YARD PERSONNEL	3
CARPENTERS	2
BARBER	1

B: SUB-CONTRACTORS

ALBERT ABELA	35
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TOTAL BELOW DECK	63
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4. PRODUCTIVE LABOUR (ASIANS, S.E. ASIANS & INDIGENOUS)

A: SUPPORTS

RIGGER FOREMEN	3
RIGGERS	29
RIGGERS (YARD)	7

TOTAL SUPPORTS	39
----------------	----

B: DIRECTS

WELDER FOREMAN	1
WELDERS	20
CRAWLER CRANE OPERATORS	3
WELDER HELPERS	2
PIPE FITTER FOREMAN	2
PIPE FITTERS	16
PAINTERS	9
PIPING/MECHANICAL ENGINEER	1

TOTAL DIRECTS	54
---------------	----

5. CUSTOMER REPS.

Q.G.P.C. REPS	4
WELDING INSPECTORS	5

6. VISITORS

NONE	0
------	---

GRAND TOTAL	203
-------------	-----

PLAINTIFF'S EXHIBIT 1

JULY 01ST, 1983
TELEX NO. DB9/07/001

'83 JUL 1 3:13

DERRICK BARGE 9

WEATHER
WINDS
SEAS
VISIBILITY

BARGE SUPERINTENDENT
FIELD ENGINEER
LOCATION

WATER DEPTH
CUSTOMER

PROGRESS REPORT
FOR JUNE 30TH, 1983

FINE
NW 25-30 KNOTS
8-10 OCC 12 FEET
7-9 MILES

R.D. CARL
G. ROOZITALAB
BH FIELD QATAR -
BH29 JACKET
110 FEET
QATAR GENERAL
PETROLEUM CORPO-
RATION

JOB NUMBER
69003-47600
0001-2400

CONTRACT
WEATHER DOWNTIME
STANDING BY WAITING ON
WEATHER TO SUBSIDE AT BH29
P/FORM.

NOTE:

AT 0615 SEAS INCREASING, HAD TO
CUT OFF NO. 4 ANCHOR CABLE
FROM DRUM.

WEATHER CONDITION.

0001-0300 WINDS NW 25-30 KTS SEAS
10-12 OCC 14 FEET

0300-0600 WINDS NW 30-35 GUST 40
SEAS 12-14 OCC 15 FEET

0600-0900 WINDS NW 20-25 KTS SEAS
12-14 FEET

0900-1200 WINDS NW 20-25 KTS SEAS
10-12 OCC 14

1200-1500 WINDS NW 20-25 KTS SEAS
9-11 OCC 12 FEET

1500-1800 WINDS NW 18-24 KTS SEAS
8-10 OCC 11 FEET

1800-2100 WINDS NW 20-25 KTS SEAS
8-10 FEET

2100-2400 WINDS N'LY 16-22 KTS SEAS
7-9 FEET

M/V. "GATE TIDE" (HOOK PAINT
BOAT)

0001-2400 STANDING BY WAITING ON
WEATHER TO MOVE INTO BHSC/
BHJ2 PLATFORMS.

NOTE:

AT 1100 HRS WEATHER TOO ROUGH,
GATE TIDE DEPT. TO DAS ISLAND.

AT 1410 HRS ARRIVED 1 MILE SOUTH
OF DAS ISLAND AND DROPPED
ANCHOR AND STANDING BY WAIT-
ING ON WEATHER.

ACCUMULATED TOTAL DAYS:

M/R. TYPE	DESCRIPTION	ACC. TOTAL CONT/F/ACC	S/BY EQPT	DOWN TIME W/REP	WOW
69012 CONT	2ND MOB/DEMOB OF DB09	1.32	—	—	—
69002 CONT	RIG UP DB09 & STINGER	1.37	—	—	—
69043 CONT	6" P/L PS2C TO MM32-L	5.00	0.50	1.28	0.88
69183 INSU	SURVEY/REPAIR MM91 (MM32-L) PS2 P/L	0.29	—	0.93	—
69043 CONT	6" P/L PS2C TO MM32-S	3.00	—	0.39	0.06
69043 F/AC	EXTRA WORK MANOEUVRE [sic] BARGE BETWEEN EXISTING M/BUOY - PS2C	0.05	—	—	—
69043 CONT	6" P/L PS2C TO MM33	1.49	—	—	0.03
69043 CONT	6" P/L PS2C TO MM31-L	2.25	—	0.04	0.01
69043 CONT	6" P/L PS2C TO MM31-S	2.03	—	0.07	—
69043 F/AC	STOP LAYING, WAITING ON CUSTOMER	0.03	0.03	—	—
69043 F/AC	USE WEAKER SOURCE AS PER CUSTOMER	0.26	0.26	—	—
69143 CONT	HOOK UP MM31	1.03	—	—	—
69133 F/AC	RISER/CLAMP MM31	0.25	—	—	—
69133 CONT	RISER/CLAMP MM31-L	1.25	—	—	—
69133 CONT	RISER/CLAMP MM31-S	1.07	—	—	—

M/R. TYPE	DESCRIPTION	ACC. TOTAL CONT/F.ACC	S/BY EQPT	DOWN TIME W/REP	WOW
69133 CONT	RISER/CLAMP MM33	1.34	—	—	—
69133 F/AC	WAITING ON CUSTOMER SUPPLIED BOLTS	0.14	0.14	—	—
68168 CONT	HOOK UP MM33	0.63	—	—	—
69133 CONT	RISER/CLAMP MM32-S	0.79	—	0.04	—
69133 F/AC	RISER/CLAMP MM32	0.29	—	—	—
69133 CONT	RISER/CLAMP MM32-L	0.73	—	—	—
69168 CONT	HOOK UP MM32	0.81	—	—	—
69063 CONT	6" P/L SHORE TO PS2	8.63	0.63	0.04	0.25
69012 CONT	INTER FIELD TOW TIME	0.96	—	—	—
69123 F/AC	REPLACE 10" RISER FLANGE AT PS1C - ISSB	1.05	—	—	—
69123 F/AC	REPLACE 10" RISER FLANGE AT PS1C - ISSC	0.81	—	—	—
69123 F/AC	TEST PIPING, INSTALL CHOKE VALVES PS1C ON 10" ISSA LINE	0.38	—	—	—
69123 F/AC	TEST PIPING, INSTALL CHOKE VALVES PS1C ON 10" ISSB LINE	0.19	—	—	—
69123 CONT	RISER/CLAMP IS3	0.90	—	—	—
69073 F/AC	CUT/SALVAGE 6" P/L	0.25	—	—	—

94

M/R. TYPE	DESCRIPTION	ACC. TOTAL CONT/F.ACC	S/BY EQPT	DOWN TIME W/REP	WOW
69123 F/AC	PS1C - IS3	0.08	—	—	—
69158 CONT	INSTALL RISER & CLAMPS IS3	0.62	—	—	—
69033 CONT	HOOK UP IS3	1.51	—	—	—
69033 CONT	MPTI ISSA 10"	1.83	—	—	—
69178 CONT	MPTI ISSA 6"	1.70	—	—	—
69053 CONT	HOOK UP PS3C	5.23	0.10	—	2.48
69003 CONT	10" P/L PS3C TO BHSC	0.31	—	0.31	—
69053 CONT	DOWNTIME EQUIPMENT	5.02	—	0.38	0.36
69053 CONT	12" P/L PS3C TO BHJ2	4.29	—	0.38	0.54
69053 CONT	10" P/L PS3C TO BHJ2	3.01	0.35	0.21	—
69053 CONT	6" P/L BHSC TO BH29	1.15	—	—	—
69143 CONT	RISER/CLAMP 10" PS3C-BHJ2	0.07	0.07	—	—
69143 F/AC	WAITING ON CUSTOMER, TO START HOT WORK	1.53	—	—	—
69033 CONT	MPTI 6" ISSA	0.37	—	—	—
69033 F/AC	CUT/REPLACE 6" P/L MPTI (ISSA)	0.86	—	—	—
69033 CONT	MPTI 6" IS16	0.36	—	—	—
69093 CONT	CROSSOVER 6"/12" PS1-SHORE	0.36	—	—	—
69033 CONT	CROSSOVER 6"/24" PS1-SHORE	1.96	—	0.24	0.13
69053 CONT	6" P/L BH25 TO BHSC	0.30	—	—	—
69053 F/AC	RELOCATE NO. 3 ANCHOR DUE	—	—	—	—

95

M/R. TYPE	DESCRIPTION	ACC. TOTAL CONT/F.ACC	DOWN TIME S/BY EQPT W/REP	WOW
69143 CONT	TO UNCHARTED SITE	1.29	—	—
69143 CONT	RISER/CLAMP 12" PS3C-BHJ2	0.69	—	—
69178 F/AC	RISER/CLAMP 10" PS3C-BHSC	0.05	0.05	—
69143 F/AC	WAITING ON CUSTOMER TO	0.20	—	—
69143 F/AC	ISSUE WORK PERMIT	0.09	0.09	—
69178 CONT	REMOVE 6" RISER AT BHJ2	8.95	—	2.02
69143 F/AC	S/BY OIL/GAS LEAKS AT	0.58	—	—
69143 CONT	BHJ2/BHSC	1.22	—	—
69178 F/AC	HOOK UP BHSC/BHJ2	1.31	1.31	—
69143 CONT	6" RISER AT BHJ2	0.86	—	—
69178 CONT	10" RISER AT BHJ2	0.15	—	—
69178 CONT	10" PIG PS3C TO BHJ2	0.57	—	—
69143 CONT	12" PIG PS3C TO BHJ2	0.52	—	—
69143 CONT	B/LANDING AT BHJ2	0.12	—	—
69143 CONT	VIDEO RISER AT BHJ2	1.23	—	—
69143 CONT	6" RISER BHSC/BH29	0.94	0.04	—
69143 CONT	6" RISER/OFFSET AT BH29	3.00	—	2.62
69178 CONT	HOOK UP BH29 P/F	90.92	2.90	8.79
	TOTAL		4.89	0.82

USEABLE FUEL AND WATER 24 HRS STATUS JUNE 30TH, 1983

	FUEL	WATER
1. OPENING INVENTORY	100486	288175
2. PRODUCED	0	9057
3. RECEIVED FROM JAR-61	10916	0
4. BARGE CONSUMED	1182	15520
5. CLOSING INVENTORY	110220	281712

EQUIPMENT REPORT:	CONTRACT 69003- 47600	CONTRACT 69012- 47201
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DERRICK		
BARGE 9	24	
JARAMAC 8	24	
JARAMAC 44	24	
JARAMAC 61	0.50	17.50
ME5A		
STINGER	24	
INTERMAC		
204	24	
GATE TIDE	24	

NOTE: AT 1800 HRS DROPPED TIME OF JAR-61,
ARRIVED MARINE DOCK DUBAI.

MARINE MOVEMENTS:

0030 JARAMAC 61 DEPT. TO DUBAI FROM DB9.

SAFETY MEETING

20TH JUNE 1983 : FIRE AND SHIP ABADON [SIC]
DRILL:

18TH JUNE 1983 : SAFETY MEETING HELD

ACCIDENT REPORT

DERRICK BARGE 9 & SPREAD : NONE

24 HRS FORECAST:

IF WEATHER PERMITS, INSTALL 6" RISER AND HOOK
UP ON BH29 P/FORM.

GATE TIDE WILL RESUME PAINTING ON BHJ2.

COMPLETION DATE:

PRESENT PROGRESS AT 0600 HRS.
JULY 1, 1983

MOVED BARGE BACK ALONGSIDE 'BH-29' PLAT-
FORM, PREPARING TO PLACE GANGWAY.

LOCATION	BH FIELD QATAR BH29 LOCATION
WEATHER	FINE
WINDS	NW 18-20 KNOTS
SEAS	4-6 FEET SWELLS
VISIBILITY	8-10 MILES

0001-0200 ASSISTING HOOK UP CREW ON BH29
JACKET.

0200-0415 MOVED BARGE TO PORT INORDER [SIC]
TO RECOVER NO. 4 ANCHOR CABLE.

0415-0600 MOVING BARGE ALONGSIDE BH29 PLAT-
FORM AND SET WALKWAY INBETWEEN
BARGE AND JACKET.

GATE TIDE:

0001-0600 WAITING ON WEATHER 1 MILE SOUTH OF
DAS ISLAND.

PERSONNEL		
<u>MOVEMENTS:</u>	<u>ARRIVAL</u>	<u>DEPARTURE</u>
	NONE	A. LEWIS

PERSONNEL LIST FOR JUNE 30, 1983

<u>CLASSIFICATION</u>	<u>TOTAL</u>
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1. WESTERN SUPERVISION

A: MCDERMOTT

BARGE SUPERINTENDENT	1
FIELD ENGINEER	1

CHIEF ENGINEER	0
FIRST ENGINEERS	1
SECOND ENGINEER	1
BARGE FOREMAN	1
RELIEF BARGE FOREMAN	1
WELDER FOREMAN	1
LEADERMAN	1
DERRICK OPERATORS	2
ANCHOR FOREMAN	1
HOIST OPERATORS	3
BARGE ELECTRICIAN	1
LEAD DIVER	1
DIVERS	3
DIVING SUPERVISOR	1
RADIOGRAPHERS	2
PIPE FITTER FOREMAN	1
SAFETY ENGINEER	1
PAINTER FOREMAN	1

B: SUB-CONTRACTORS

SURVEYORS	(HYDROSPACE)	4
DIVERS	(HYDROSPACE)	2
DIVERS	(U.W.W.)	3
STRESS RELIEVER	(COOPERHEAT)	1

TOTAL WESTERN SUPERVISION	35
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2. NON-WESTERN SUPERVISION

A: MCDERMOTT

NONE	0
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B: SUB-CONTRACTORS

X-RAY TECHNICIANS	(VETCO)	2
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TOTAL NON-WESTERN SUPERVISION	2
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3. BELOW DECK

A: MCDERMOTT

1. WESTERN

CHIEF STEWARD	1
MEDIC	1

2. ASIANS, S.E. ASIANS & INDIGENOUS

SENIOR CLERK	1
INTERMEDIATE CLERK	1
JUNIOR CLERK	1
MATERIAL CONTROLLER	1
MATERIAL CLERKS	2
MEDIC	1
SENIOR MEDIC	0
FIRST ENGINEERS	2
SECOND ENGINEER	0
THIRD ENGINEERS	8
BARGE ELECTRICIANS	2
MACHINIST	1
MCD. YARD PERSONNEL	3
CARPENTERS	2
BARBER	1

B: SUB-CONTRACTORS

ALBERT ABELA	35
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TOTAL BELOW DECK	63
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4. PRODUCTIVE LABOUR (ASIANS, S.E. ASIANS & INDIGENOUS)

A: SUPPORTS

RIGGER FOREMEN	3
RIGGERS	29
RIGGERS (YARD)	7

TOTAL SUPPORTS	39
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B: DIRECTS

WELDER FOREMAN	1
WELDERS	20
CRAWLER CRANE OPERATORS	3
WELDER HELPERS	2
PIPE FITTER FOREMAN	2

PIPE FITTERS	16
PAINTERS	9
PIPING/MECHANICAL ENGINEER	1

TOTAL DIRECTS	54
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5. CUSTOMER REPS.

Q.G.P.C. REPS	4
WELDING INSPECTORS	5

6. VISITORS

NONE	0
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GRAND TOTAL	202
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PLAINTIFF'S EXHIBIT 1

JULY 02ND, 1983

TELEX NO. DB9/07/012

'83 JUL 2 4:54

DERRICK BARGE 9

WEATHER
WINDS
SEAS
VISIBILITY

BARGE SUPERINTENDENT
FIELD ENGINEER
LOCATION

WATER DEPTH
CUSTOMER

PROGRESS REPORT
FOR JULY 01ST, 1983

FINE
NW 15-18 KNOTS
3-5 FEET SWELLS
8-10 MILES

R.D. CARL
G. ROOZITALAB
BH FIELD QATAR -
BH29 JACKET
110 FEET
QATAR GENERAL
PETROLEUM CORPO-
RATION

JOB NUMBER CONTRACT
69003-47600 WEATHER DOWNTIME
0001-0600 STANDING BY WAITING ON
WEATHER TO SUBSIDE AT BH29
P/FORM.

NOTE:

0200-0415 MOVED BARGE TO PORT
INORDER [SIC] TO RECOVER NO.4
ANCHOR CABLE FROM SEABED.

0415-0600 MOVING BARGE
ALONGSIDE BH29 PLATFORM, ALSO
SET WALKWAY INBETWEEN BARGE
AND BH29 PLATFORM.

JOB NUMBER CONTRACT
69178-35900 BARGE SUPPORT ON WHJ.
0600-1730 ASSISTING HOOK UP CREW ON BH29
PLATFORM.

M/W: 1010-1100 X-RAYING ALL WELD
SPOOLS ON BH29 PLATFORM.

NOTE: UNABLE TO INSTALL RISER
DUE TO WEATHER CONDITION.
WINDS NW 15-18 KNOTS SEAS 5-7
OCC 8 FEET.

JOB NUMBER CONTRACT
69143-40400 RISER AND CLAMPS AT WELL HEAD
JACKET.

1730-1800 RIGGING UP AND MOVING BARGE
INTO POSITION FOR INSTALLATION
OF 6" DIA. RISER AT BH29 PLATFORM.

1800-1900 RIGED [SIC] UP DAVITS AND DIVERS
DOWN ATTACHED DERRICK AND CR.
CRANE SLINGS AND TWO DAVITS

1900-2000 LINE ONTO 6" PIPELINE AND RISER.
PICKED UP SAME AND MOVED LINE
AND SET RISER INTO CLAMPS. (6"
LINE BH29 - BHSC)
DIVERS DOWN RELEASED DERRICK
AND CR. CRANE SLINGS AND
DAVITS.

DIVER REPORTED 6" RISER SETTING
ON BOTTOM IN GOOD CONDITION.
ALSO SWAM TWO JOINTS BACK
REPORTED TUBE BEND SET TO BOT-
TOM IN GOOD CONDITION.

2000-2055 DIVER IN CHAMBER DECOMPRESS-
ING.

ALSO RIGGER WITH CHAIN FALL
AND AIR TUGGER PULLING RISER
INTO MIDDLE AND TOP CLAMP.

2055-2145 DIVER RELEASED SLING FROM
BELOW MONEL JOINT, PULLED TOP
OF RISER OUT WITH AIR TUGGER
AND PULLED RISER INTO MIDDLE
AND TOP CLAMP. ALSO TIGHTENED
[SIC] BOTH SUB SEA CLAMPS AND
+10' ELEVATION CLAMP - COMPLETE.
WEATHER CONDITION:
WINDS NW 12-15 KNOTS SEAS 3-4
FEET

JOB NUMBER CONTRACT
69178-41200 PURGE, PIG AND TEST
2145-2320 RIGGING UP TO PUSH WITH PINGER
FROM BH29 TO BHSC P/F.
INSTALLED 6" DIA. PIG AND
HOOKED HOSES TO PUSH PIG.
2320-2400 COMMENCED PUSHING PIG FROM
BH29 IN 6" DIA PIPELINE TO BHSC
PLATFORM.

MEANWHILE: HOOK UP

1730-2400 ASSISTING HOOK UP CREW
IN DOING HOOK UP ON BH29 PLAT-
FORM.

MEANWHILE: "GATE TIDE" (PAINT
BOAT)

0001-1630 STANDING BY WAITING ON
WEATHER.

AT 0810 HRS "GATE TIDE" DEPT.
FROM DAS ISLAND TO DB9.

AT 1030 HRS "GATE TIDE" ARRIVED
DB9 AND WAITING ON WEATHER.

1630-1900 "GATE TIDE" DEPT. TO
INT.204 TO TAKE PAINT INVENTORY.

1900-2400 STANDING BY AT MOORING
ANCHOR.

ACCUMULATED TOTAL DAYS:

M/R. TYPE	DESCRIPTION	ACC. TOTAL CONT/F.ACC	D O W N T I M E S/BY EQPT W/REP WOW	
69012 CONT	2ND MOB/DEMOB OF DB09	1.32		
69002 CONT	RIG UP DB09 & STINGER	1.37		
69043 CONT	6" P/L PS2C TO MM32-L	5.00	1.28	0.88
69183 INSU	SURVEY/REPAIR MM91	0.29	0.50	
	(MM32-L) PS2 P/L			
69043 CONT	6" P/L PS2C TO MM32-S	3.00	0.39	0.06
69043 F/AC	EXTRA WORK MANOEUVRE BARGE BETWEEN EXISTING M/BUOY - PS2C	0.05		
69043 CONT	6" P/L PS2C TO MM33	1.49		0.03
69043 CONT	6" P/L PS2C TO MM31-L	2.25	0.04	0.01
69043 CONT	6" P/L PS2C TO MM31-S	2.03	0.07	
69043 F/AC	STOP LAYING, WAITING ON CUSTOMER	0.03	0.03	
69043 F/AC	USE WEAKER SOURCE AS PER CUSTOMER	0.26	0.26	
69168 CONT	HOOK UP MM31	1.03		
69133 F/AC	RISER/CLAMP MM31	0.25		
69133 CONT	RISER/CLAMP MM31-L	1.25		
69133 CONT	RISER/CLAMP MM31-S	1.07		
69133 CONT	RISER/CLAMP MM33	1.34		
69133 F/AC	WAITING ON CUSTOMER	0.14	0.14	

M/R. TYPE	DESCRIPTION	ACC. TOTAL CONT/F.ACC	S/BY EQPT	DOWN TIME W/REP	WOW
68168 CONT	SUPPLIED BOLTS	0.63	—	—	—
69133 CONT	HOOK UP MM33	0.79	—	0.04	—
69133 F/AC	RISER/CLAMP MM32-S	0.29	—	—	—
69133 CONT	RISER/CLAMP MM32	0.73	—	—	—
69133 CONT	RISER/CLAMP MM32-L	0.81	—	—	—
69168 CONT	HOOK UP MM32	8.63	0.63	0.04	0.25
69063 CONT	6" P/L SHORE TO PS2	0.96	—	—	—
69012 CONT	INTER FIELD TOW TIME	1.05	—	—	—
69123 F/AC	REPLACE 10" RISER FLANGE	—	—	—	—
69123 F/AC	AT PS1C - ISSB	0.81	—	—	—
69123 F/AC	REPLACE 10" RISER FLANGE	—	—	—	—
69123 F/AC	AT PS1C - ISSC	0.38	—	—	—
69123 F/AC	TEST PIPING, INSTALL	—	—	—	—
69123 F/AC	CHOKE VALVES PS1C ON 10"	0.19	—	—	—
69123 F/AC	ISSA LINE	—	—	—	—
69123 F/AC	TEST PIPING, INSTALL	—	—	—	—
69123 F/AC	CHOKE VALVES PS1C ON 10"	—	—	—	—
69123 F/AC	ISSB LINE	—	—	—	—
69123 F/AC	RISER/CLAMP IS3	0.90	—	—	—
69073 F/AC	CUT/SALVAGE 6" P/L	0.25	—	—	—
69123 F/AC	PS1C - IS3	—	—	—	—
69123 F/AC	INSTALL RISER & CLAMPS IS3	0.08	—	—	—
69158 CONT	HOOK UP IS3	0.62	—	—	—
69033 CONT	MPTI ISSA 10"	1.51	—	—	—

M/R. TYPE	DESCRIPTION	ACC. TOTAL CONT/F.ACC	S/BY EQPT	DOWN TIME W/REP	WOW
69033 CONT	MPTI ISSA 6"	1.83	—	—	—
69178 CONT	HOOK UP PS3C	1.70	—	—	—
69053 CONT	10" P/L PS3C TO BHSC	5.23	0.10	—	2.48
69003 CONT	DOWNTIME EQUIPMENT	0.31	—	0.31	—
69053 CONT	12" P/L PS3C TO BHJ2	5.02	—	0.38	0.36
69053 CONT	10" P/L PS3C TO BHJ2	4.29	—	0.38	—
69053 CONT	6" P/L BHSC TO BH29	3.01	0.35	0.21	0.15
69143 CONT	RISER/CLAMP 10" PS3C-BHJ2	1.15	—	—	—
69143 F/AC	WAITING ON CUSTOMER, TO START HOT WORK	0.07	0.07	—	—
69033 CONT	MPTI 6" ISSA	1.53	—	—	—
69033 F/AC	CUT/REPLACE 6" P/L	0.37	—	—	—
69033 CONT	MPTI (ISSA)	—	—	—	—
69033 CONT	MPTI 6" IS16	0.86	—	—	—
69093 CONT	CROSSOVER 6"/12" PS1-SHORE	0.36	—	—	—
69033 CONT	CROSSOVER 6"/24" PS1-SHORE	0.36	—	—	—
69053 CONT	6" P/L BH25 TO BHSC	1.96	0.24	0.13	—
69053 F/AC	RELOCATE NO. 3 ANCHOR DUE TO UNCHARTED SITE	0.30	—	—	—
69143 CONT	RISER/CLAMP 12" PS3C-BHJ2	1.29	—	—	—
69143 CONT	RISER/CLAMP 10" PS3C-BHSC	0.69	—	—	—
69178 F/AC	WAITING ON CUSTOMER TO ISSUE WORK PERMIT	0.05	0.05	—	—
69143 F/AC	REMOVE 6" RISER AT BHJ2	0.20	—	—	—

M/R. TYPE	DESCRIPTION	ACC. TOTAL CONT/F.ACC	D O W N T I M E S/BY EQPT W/REP W/O	W O W
69143 F/AC	S/BY OIL/GAS LEAKS AT BHJ2/BHSC	0.09	0.09	-
69178 CONT	HOOK UP BHSC/BHJ2	8.95	-	2.02
69143 F/AC	6" RISER AT BHJ2	0.58	-	-
69143 CONT	10" RISER AT BHJ2	1.22	-	-
69178 F/AC	S/BY ON CUSTOMER, TO MOVE INTO BHSC/BHJ2	1.31	1.31	-
69143 CONT	12" RISER AT BHJ2	0.86	-	-
69178 CONT	10" PIG PS3C TO BHJ2	0.15	-	-
69178 CONT	12" PIG PS3C TO BHJ2	0.57	-	-
69143 CONT	B/LANDING AT BHJ2	0.52	-	-
69143 CONT	VIDEO RISER AT BHJ2	0.12	-	-
69143 CONT	6" RISER BHSC/BH29	1.23	-	-
69143 CONT	6" RISER/OFFSET AT BH29	1.12	0.04	-
69178 CONT	HOOK UP BH29 P/F	3.73	-	2.87
69143 CONT	8" PIG BH29/BHSC	2.00	-	-
	TOTAL	91.92	2.90	9.04
			4.89	0.82

USEABLE FUEL AND WATER 24 HRS STATUS JULY 01ST, 1983

	FUEL	WATER
1. OPENING INVENTORY	110220	281712
2. PRODUCED	0	9816
3. BARGE CONSUMED	1496	12097
4. CLOSING INVENTORY	108724	279431
EQUIP- MENT REPORT:	CONT. 69003 47600	CONT. 69178 35900
	CONT. 69143 40400	CONT. 69143 41200
	CONT. 69178 48000	
DERRICK		
BARGE 9	6	11.50
JARAMAC 44	6	11.50
JARAMAC 8	6	11.50
INTERMAC		
204	6	11.50
ME5A		
STINGER	6	11.50
GATE TIDE	16.50	2.50
		5.00

MARINE MOVEMENTS:

2200 HRS MARSEA 17 ARRIVED DB9 FROM DB17
2200 HRS MARSEA 17 DEPT. TO DB27. ETA JULY 2 AT
0730 HRS.

SAFETY MEETING

20TH JUNE 1983 : FIRE AND SHIP ABADON [SIC]
DRILL.
18TH JUNE 1983 : SAFETY MEETING HELD.

ACCIDENT REPORT

DERRICK BARGE 9/SPREAD - NONE

24 HRS FORECAST:

RUNNING 6" DIA. PIG FROM BH29 TO BHSC PLAT-
FORM. ASSIST HOOK UP BH29 GATE TIDE TO COM-
MENCE PAINTING ON BHSC/BHJ2 PLATFORM.

COMPLETION DATE:PLAINTIFF'S EXHIBIT 2PRESENT PROGRESS AT 0600 HRS.JULY 2, 1983

ASSISTING HOOK UP CREW ON BH29 PLATFORM
M/W: DIVER DOWN PUT MONEL SPOOL IN -10' ELEV.
CLAMP AND TIGHTENING UP SAME.

LOCATION BH FIELD QATAR - BH29 LOCATION.
WEATHER FINE
WINDS NW 10-12 KNOTS
SEAS 2-4 FEET SWELLS
VISIBILITY 8-10 MILES

0001-0055 PUMPING PIG IN 6" LINE FROM BH29 TO
BHSC LOCATION.
0055-0108 STOPPED PUMPING, HOSE BROKE
REPLACE SAME
0108-0200 RESUME PUMPING PIG IN 6" LINE.
0200-0235 STOPPED PUMPING, PIG GOT STUCK IN
MONEL AT BH29 JACKET.
0235-0245 RIGGED UP DIVERS TO UNBOLT MONEL
INORDER [SIC] TO REMOVE 6" PIG FROM
MONEL.
0245-0340 DIVERS DOWN TO UNBOLT MONEL FROM
RISER, OPENED -10' ELEV. CLAMP.
0340-0350 PICKED UP MONEL SPOOL AND PLACED
ON DECK TO REMOVE PIG.
0350-0415 REMOVING PIG FROM MONEL SPOOL ON
DB DECK.
0415-0515 PICKED UP MONEL SPOOL AND LOW-
ERED SAME TO INSTALL IN CLAMPS

0515-0600 DIVERS DOWN PUT MONEL SPOOL IN -10'
ELEV. CLAMP AND TIGHTENING UP
SAME.

M/W:

0001-0600 ASSISTING HOOK UP CREW ON
BH29 PLATFORM.

GATE TIDE (PAINT BOAT)

0001-0600 STANDING BY AT MOORING
SYSTEM

0600 GATE TIDE DEPT. TO INT-204 TO
RESUMED PAINT INVENTORY.

PERSONNEL
MOVEMENTSARRIVALDEPARTURE

(13 RIGGERS
FILIPINOS)

(14 RIGGERS
MALAYSIANS)
J. AGUIRRE
C. MATHEWS
MARSHALL
D-SOUZA

PERSONNEL LIST FOR JULY 21, 1983CLASSIFICATIONTOTAL1. WESTERN SUPERVISION

A: MCDERMOTT

BARGE SUPERINTENDENT	1
FIELD ENGINEER	1
CHIEF ENGINEER	0
FIRST ENGINEERS	1
SECOND ENGINEER	1
BARGE FOREMAN	1
RELIEF BARGE FOREMAN	1
WELDER FOREMAN	1
LEADERMAN	1
DERRICK OPERATORS	2
ANCHOR FOREMAN	0
HOIST OPERATORS	3

BARGE ELECTRICIAN	1
LEAD DIVER	1
DIVERS	3
DIVING SUPERVISOR	1
RADIOGRAPHERS	2
PIPE FITTER FOREMAN	1
SAFETY ENGINEER	1
PAINTER FOREMAN	1

B: SUB-CONTRACTORS

SURVEYORS (HYDROSPACE)	4
DIVERS (HYDROSPACE)	2
DIVERS (U.W.W.)	3
STRESS RELIEVER (COOPERHEAT)	1

TOTAL WESTERN SUPERVISION 34

2. NON-WESTERN SUPERVISION

A: MCDERMOTT

NONE 0

B: SUB-CONTRACTORS

X-RAY TECHNICIANS (VETCO) 2

TOTAL NON-WESTERN SUPERVISION 2

3. BELOW DECK

A: MCDERMOTT

1. WESTERNCHIEF STEWARD 1
MEDIC 12. ASIANS, S.E. ASIANS & INDIGENOUSSENIOR CLERK 1
INTERMEDIATE CLERK 1
JUNIOR CLERK 1

MATERIAL CONTROLLER	1
MATERIAL CLERKS	2
MEDIC	1
SENIOR MEDIC	0
FIRST ENGINEERS	2
SECOND ENGINEER	0
THIRD ENGINEERS	8
BARGE ELECTRICIANS	2
MACHINIST	1
MCD. YARD PERSONNEL	3
CARPENTERS	2
BARBER	1

B: SUB-CONTRACTORS

ALBERT ABELA 34

TOTAL BELOW DECK 62

4. PRODUCTIVE LABOUR (ASIANS, S.E. ASIANS & INDIGENOUS)

A: SUPPORTS

RIGGER FOREMEN 3
RIGGERS 27
RIGGERS (YARD) 7

TOTAL SUPPORTS 37

B: DIRECTS

WELDER FOREMAN 1
WELDERS 20
CRAWLER CRANE OPERATORS 3
WELDER HELPERS 2
PIPE FITTER FOREMAN 2
PIPE FITTERS 16
PAINTERS 9
PIPING/MECHANICAL ENGINEER 1

TOTAL DIRECTS 54

5. CUSTOMER REPS.

Q.G.P.C. REPS	4
WELDING INSPECTORS	5

6. VISITORS

NONE	0
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GRAND TOTAL	198
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JULY 3, 1983	TELEX NO. DB9/7/020
<u>DERRICK BARGE 9</u>	PROGRESS REPORT
	FOR JULY 02ND, 1983

'83 JUL 3 4:17

WEATHER	FINE
WINDS	NW 10-14 KNOTS
SEAS	2-3 FEET
VISIBILITY	8-10 MILES

BARGE SUPERINTENDENT	R.D. CARL
FIELD ENGINEER	G. ROOZITALAB
LOCATION	BH FIELD QATAR -
	PS3C PLATFORM

WATER DEPTH	110 FEET
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JOB NUMBER	CONTRACT
69178-41200	PIG & TEST 6" P/LINE BH29-BHSC
0001-0055	PUSHING PIG THROUGH 6" PIPELINE
	FROM BH29 TO BHSC P/FORM
0055-0108	STOPPED PUMPING PIG THROUGH
	THE LINE DUE TO A BROKEN HOSE

0108-0200	REPAIRED HOSE AND RESUMED PUMPING PIG THROUGH THE 6" PIPELINE.
0200-0235	STOPPED PUSHING PIG THROUGH THE 6" PIPELINE AS THE PIG GOT STUCK IN THE MONEL SECTION OF THE 6" RISER AT BH29.
0235-0245	RIGGED UP DIVERS TO UNBOLT MONEL SECTION FROM THE RISER AND REMOVE PIG FROM THE RISER.
0245-0340	DIVERS REMOVED BOLTS FROM THE MONEL SECTION OF THE RISER. ALSO OPENED -10' ELEVATION RISER CLAMP.
0340-0350	PICKED UP MONEL SECTION OF THE RISER AND PLACED SAME ON DB DECK.
0350-0415	REMOVED PIG FROM THE MONEL SECTION ON DB DECK.
0415-0515	PICKED UP MONEL SECTION AND LOWERED SAME TO INSTALL IN CLAMPS.
0515-0600	DIVERS DOWN, INSTALL MONEL SPOOL IN -10' ELEVATION CLAMP AND TIGHTEN UP SAME.
0600-0630	INSTALL BLOWING HEAD AND HOOKED UP STEAM HOSE TO PUSH PIG THROUGH 6" PIPELINE.
0630-0500	PUSH PIG THROUGH 6" PIPELINE FROM BH29 TO BHSC.
0900-0940	AS PIG HAD NOT ARRIVED AT BHSC STOPPED PUMPING AND CHECK PINGER DETECTOR [SIC] FOR PIG. FOUND PIG IN THE OFFSET TUBE TURN.

0940-1000 REMOVED BLOWING HEAD FROM 6" LINE.
 1000-1145 INSTALL BALL PIG IN THE 6" LINE AND PREPARE TO PUSH SAME TO BHSC.
 1145-1300 FABRICATED NEW FLANGE, TO USE AS PIG LAUNCHER.
 1300-1305 INSTALLED FLANGE ON THE 6" LINE.
 1305-1405 PUSHED BALL PIG THROUGH 6" LINE.
 NOTE: PIG ARRIVED AT BHSC AT 1405 HRS.
 1405-1500 DERIGGED EQUIPMENT AND MATERIAL FROM BH29 PLATFORM.

PLAINTIFF'S EXHIBIT 4

JOB NUMBER	CONTRACT
69178-3400	JOBSITE DEMOB.
1500-1815	MOVED BARGE AWAY FROM BH29 PLATFORM AND PICKED UP ANCHORS
JOB NUMBER	INSURANCE
69183-00057	REPAIR 10" RISER AT PS3C ON BHSC PIPELINE.
1815-1930	TOWED BARGE TO PS3C LOCATION.
1930-2200	ARRIVED AT PS3 LOCATION. RAN OUT ANCHORS AND SET UP BARGE ON LOCATION.
2200-2205	DIVERS RIGGED UP TO PLACE BUOY ON PIPELINE. INORDER [SIC] TO GET A CORRECT LINE UP ON THE PIPELINE.

2205-2240 DIVER ATTACHED DOWN LINE TO THE DAMAGED SECTION OF THE RISER AND ATTACHED BUOY ON THE PIPELINE. (NEAR THE BUOY OF THE BARGE)
 2240-2320 X-RAY WELD ON PUP JOINT WELDED TO THE 10" RISER ON DB DECK. WELD FOUND TO BE OKAY, WRAPPED WELD.
 M/W: REPAIR SWING ENGINE ON THE DERRICK CRANE. ALSO BROUGHT INT-204 ALONGSIDE DB9.
 2320-2400 MOUNTING NO.5 DAVIT AND AIR TUGGER ON PORT SIDE OF BARGE TO PICK 10" PIPELINE.

MEANWHILE: HOOK UP CREW

0001-2400 ASSISTING HOOK UP CREW ON BH29 AND PS3C P/FORM.

MEANWHILE: "GATE TIDE" (PAINT BOAT)

0001-0600 STANDING BY AT MOORING ANCHOR.
 0600-0800 DEPT. TO INT-204 TO CARRY ON PAINT INVENTORY.
 0800-2000 DEPT. TO BHSC/BHJ2 TO RESUME PAINTING ACTIVITIES
 2000-2400 DEPT. TO ANCHOR AND STANDING BY.

ACCUMULATED TOTAL DAYS:

M/R. TYPE	DESCRIPTION	ACC. TOTAL CONT/F.ACC	S/BY EQPT	D O W N T I M E W/REP	WOW
69012 CONT	2ND MOB/DEMOB OF DB09	1.32	—	—	—
69002 CONT	RIG UP DB09 & STINGER	1.37	—	1.28	—
69043 CONT	6" P/L PS2C TO MM32-L	5.00	0.50	0.93	0.88
69183 INSU	SURVEY/REPAIR MM91 (MM32-L) PS2 P/L	0.29	—	—	—
69043 CONT	6" P/L PS2C TO MM32-S	3.00	—	0.39	0.06
69043 F/AC	EXTRA WORK MANOEUVRE BARGE BETWEEN EXISTING M/BUOY - PS2C	0.05	—	—	—
69043 CONT	6" P/L PS2C TO MM33	1.49	—	—	0.03
69043 CONT	6" P/L PS2C TO MM31-L	2.25	—	0.04	0.01
69043 CONT	6" P/L PS2C TO MM31-S	2.03	—	0.07	—
69043 F/AC	STOP LAYING, WAITING ON CUSTOMER	0.03	0.03	—	—
69043 F/AC	USE WEAKER SOURCE AS PER CUSTOMER	0.26	0.26	—	—
69168 CONT	HOOK UP MM31	1.03	—	—	—
69133 F/AC	RISER/CLAMP MM31	0.25	—	—	—
69133 CONT	RISER/CLAMP MM31-L	1.25	—	—	—
69133 CONT	RISER/CLAMP MM31-S	1.07	—	—	—
69133 CONT	RISER/CLAMP MM33	1.34	—	—	—
69133 F/AC	WAITING ON CUSTOMER	0.14	0.14	—	—

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M/R. TYPE	DESCRIPTION	ACC. TOTAL CONT/F.ACC	S/BY EQPT	D O W N T I M E W/REP	WOW
68168 CONT	SUPPLIED BOLTS	0.63	—	—	—
69133 CONT	HOOK UP MM33	0.79	—	—	—
69133 F/AC	RISER/CLAMP MM32-S	0.29	—	0.04	—
69133 CONT	RISER/CLAMP MM32	0.73	—	—	—
69168 CONT	RISER/CLAMP MM32-L	0.81	—	—	—
69063 CONT	HOOK UP MM32	8.63	—	0.63	0.25
69012 CONT	6" P/L SHORE TO PS2	0.96	—	—	—
69123 F/AC	INTER FIELD TOW TIME	1.05	—	—	—
69123 F/AC	REPLACE 10" RISER FLANGE AT PS1C - ISSB	0.81	—	—	—
69123 F/AC	REPLACE 10" RISER FLANGE AT PS1C - ISSC	0.38	—	—	—
69123 F/AC	TEST PIPING, INSTALL CHOKE VALVES PS1C ON 10" ISSA LINE	0.19	—	—	—
69123 F/AC	TEST PIPING, INSTALL CHOKE VALVES PS1C ON 10" ISSB LINE	0.90	—	—	—
69123 CONT	RISER/CLAMP IS3	0.25	—	—	—
69073 F/AC	CUT/SALVAGE 6" P/L PS1C - IS3	0.08	—	—	—
69123 F/AC	INSTALL RISER & CLAMPS IS3	0.62	—	—	—
69158 CONT	HOOK UP IS3	1.51	—	—	—
69033 CONT	MPTI ISSA 10"	—	—	—	—

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M/R. TYPE	DESCRIPTION	ACC. TOTAL CONT/F.ACC	D O W N T I M E S/BY EQPT W/REP WOW		
69033 CONT	MPTI ISSA 6"	1.83	—	—	—
69178 CONT	HOOK UP PS3C	1.70	—	—	—
69053 CONT	10" P/L PS3C TO BHSC	5.23	0.10	—	2.48
69003 CONT	DOWNTIME EQUIPMENT	0.31	—	0.31	—
69053 CONT	12" P/L PS3C TO BHJ2	5.02	—	0.38	0.36
69053 CONT	10" P/L PS3C TO BHJ2	4.29	—	0.38	0.54
69053 CONT	6" P/L BHSC TO BH29	3.01	0.35	0.21	0.15
69143 CONT	RISER/CLAMP 10" PS3C-BHJ2	1.15	—	—	—
69143 F/AC	WAITING ON CUSTOMER, TO START HOT WORK	0.07	0.07	—	—
69033 CONT	MPTI 6" ISSA	1.53	—	—	—
69033 F/AC	CUT/REPLACE 6" P/L	0.37	—	—	—
69033 CONT	MPTI (ISSA)	0.86	—	—	—
69093 CONT	MPTI 6" IS16	0.36	—	—	—
69033 CONT	CROSSOVER 6"/12" PS1-SHORE	0.36	—	—	—
69053 CONT	CROSSOVER 6"/24" PS1-SHORE	1.96	—	0.24	0.13
69053 F/AC	6" P/L BH25 TO BHSC RELOCATE NO. 3 ANCHOR DUE TO UNCHARTED SITE	0.30	—	—	—
69143 CONT	RISER/CLAMP 12" PS3C-BHJ2	1.29	—	—	—
69143 CONT	RISER/CLAMP 10" PS3C-BHSC	0.69	—	—	—
69178 F/AC	WAITING ON CUSTOMER TO ISSUE WORK PERMIT	0.05	0.05	—	—
69143 F/AC	REMOVE 6" RISER AT BHJ2	0.20	—	—	—

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M/R. TYPE	DESCRIPTION	ACC. TOTAL CONT/F.ACC	D O W N T I M E S/BY EQPT W/REP WOW		
69143 F/AC	S/BY OIL/GAS LEAKS AT BHJ2/BHSC	0.9	0.09	—	—
69178 CONT	HOOK UP BHSC/BHJ2	8.95	—	—	2.02
69143 F/AC	6" RISER AT BHJ2	0.58	—	—	—
69143 CONT	10" RISER AT BHJ2	1.22	—	—	—
69178 F/AC	S/BY ON CUSTOMER, TO MOVE INTO BHSC/BHJ2	1.31	1.31	—	—
69143 CONT	12" RISER AT BHJ2	0.86	—	—	—
69178 CONT	10" PIG PS3C TO BHJ2	0.15	—	—	—
69178 CONT	12" PIG PS3C TO BHJ2	0.57	—	—	—
69143 CONT	B/LANDING AT BHJ2	0.52	—	—	—
69143 CONT	VIDEO RISER AT BHJ2	0.12	—	—	—
69143 CONT	6" RISER BHSC/BH29	1.23	—	—	—
69143 CONT	6" RISER/OFFSET AT BH29	1.12	—	0.04	—
69178 CONT	HOOK UP BH29 P/F	3.73	—	—	2.87
69178 CONT	6" PIG BH29/BHSC	0.85	—	—	—
69183 INSUR.	REPAIR 10" RISER PS3C	0.24	—	—	—
TOTAL		92.92	2.90	4.90	9.82
					9.04

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USEABLE FUEL AND WATER 24 HRS STATUS
JULY 2, 1983

	<u>FUEL</u>	<u>WATER</u>
1. OPENING INVENTORY	108724	279431
2. PRODUCED	0	7738
3. BARGE CONSUMED	1122	21508
4. CLOSING INVENTORY	107602	265661

	CONT.	CONT.	IN-SUR- ANCE	CONT.	CONT.
EQUIP- MENT REPORT:	69178 41200	69178 34000	69183 00057	69178 35900	69178 48000

DERRICK					
BARGE 9	15	3.25	5.75		
JARAMAC 8	15	3.25	5.75		
JARAMAC 44	15	3.25	5.75		
INTERMAC					
204	15	3.25	5.75		
ME5A					
STINGER	15	3.25	5.75		
GATE TIDE				14	10

MARINE MOVEMENTS:

NONE

SAFETY MEETING

20TH JUNE 1983 : FIRE AND SHIP ABANDON
DRILL.

02TH JULY 1983 : SAFETY MEETING HELD.

ACCIDENT REPORT:

DERRICK BARGE 9 AND SPREAD - NONE

24 HOURS FORECAST

REPAIR 10" RISER AT PS3C, DO CROSS OVER AT 10" 12"
AND 10" PS3C-BHJ2/BHSC.

ASSIST HOOK UP AT PS3.
GATE TIDE TO COMPLETE PAINTING ON BHSC/BHJ2
JACKET.

COMPLETION DATE:

PLAINTIFF'S EXHIBIT 3

PRESENT PROGRESS AND WEATHER - 0600 HRS.

JULY 3, 1983

DIVERS DOWN TAKING MEASUREMENT FOR ADD-
ON FOR 10" P/L.

LOCATION	BH FIELD QATAR - PS3C PLATFORM.
WEATHER	FINE
WINDS	NW 8-10 KNOTS
SEAS	LESS THEN ONE FOOT
VISIBILITY	8-10 MILES

0001-0015	MOUNTING NO.5 DAVIT AND AIR TUG- GER ON PORT SIDE OF BARGE.
0015-0040	WELDERS WELDING DOWN AIR TUGGER. M/W: CLEANING DECK TO WORK ON 10" RISER.
0040-0055	MOVED BARGE TO ALINE [sic] WITH 10" PIPELINE
0055-0208	DIVERS DOWN TO CONNECT DAVITS ONTO 10" PIPELINE.
0208-0220	DIVERS MOVED TOWARD DAMAGE PIPE TO MAKE CUT OFF.
0220-0333	DIVERS DOWN TO REMOVE BOLTS INOR- DER [SIC] TO DISCONNECT MONEL FROM RISER. CHANGE OUTDIVER.

0333-0350 DIVER DOWN TO CUT LAST BOLT INBE-
TWEEN [SIC] MONEL AND RISER.
0350-0440 DIVER HOOKED DERRICK SLING TO RISER
AND REMOVING BOLTS OF RISER
CLAMPS.
0440-0505 REMOVED -35' ELEVATION CLAMP -
CLAMP FOUND BENT.
0505-0600 REPAIRING UNDER WATER CLAMPS ON
DECK.
M/W: LOADING OUT JAR-8 WITH HOOK
UP MATERIALS FOR BH29
0600 DIVERS DOWN TAKING MEASUREMENT
FOR ADD-ON FOR 10" PIPELINE
M/W:
ASSISTING HOOK UP ON PS3C PLATFORM.
M/W:
GATE TIDE (PAINT BOAT)
0001-0530 STANDBY AT MOORING
0530-0600 DEPT. TO BHSC/BHJ2 P/FORM
TO CONTINUE PAINTING.

PERSONNEL
MOVEMENT: ARRIVAL/DEPARTURE - NONE

PERSONNEL LIST FOR JULY 2, 1983

<u>CLASSIFICATION</u>	<u>TOTAL</u>
1. <u>WESTERN SUPERVISION</u>	
A: MCDERMOTT	
BARGE SUPERINTENDENT	1
FIELD ENGINEER	1
CHIEF ENGINEER	0
FIRST ENGINEERS	1
SECOND ENGINEER	1
BARGE FOREMAN	1

RELIEF BARGE FOREMAN	1
WELDER FOREMAN	1
LEADERMAN	1
DERRICK OPERATORS	2
ANCHOR FOREMAN	0
HOIST OPERATORS	3
BARGE ELECTRICIAN	1
LEAD DIVER	1
DIVERS	3
DIVING SUPERVISOR	1
RADIOGRAPHERS	2
PIPE FITTER FOREMAN	1
SAFETY ENGINEER	1
PAINTER FOREMAN	1

B: SUB-CONTRACTORS

SURVEYORS	(HYDROSPACE)	4
DIVERS	(HYDROSPACE)	2
DIVERS	(U.W.W.)	3
STRESS RELIEVER	(COOPERHEAT)	1

TOTAL WESTERN SUPERVISION 34

2. NON-WESTERN SUPERVISION

A: MCDERMOTT

NONE	0
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B: SUB-CONTRACTORS

X-RAY TECHNICIANS	(VETCO)	2
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TOTAL NON-WESTERN SUPERVISION 2

3. BELOW DECK

A: MCDERMOTT

1. WESTERN

CHIEF STEWARD	1
MEDIC	1

2. ASIANS, S.E. ASIANS & INDIGENOUS

SENIOR CLERK	1
INTERMEDIATE CLERK	1
JUNIOR CLERK	1
MATERIAL CONTROLLER	1
MATERIAL CLERKS	2
MEDIC	1
SENIOR MEDIC	0
FIRST ENGINEERS	2
SECOND ENGINEER	0
THIRD ENGINEERS	8
BARGE ELECTRICIANS	2
MACHINIST	1
MCD. YARD PERSONNEL	3
CARPENTERS	2
BARBER	1

B: SUB-CONTRACTORS

ALBERT ABELA	34
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TOTAL BELOW DECK	62
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4. PRODUCTIVE LABOUR (ASIANS, S.E. ASIANS & INDIGENOUS)

A: SUPPORTS

RIGGER FOREMEN	3
RIGGERS	27
RIGGERS (YARD)	7

TOTAL SUPPORTS	37
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B: DIRECTS

WELDER FOREMAN	1
WELDERS	20
CRAWLER CRANE OPERATORS	3
WELDER HELPERS	2
PIPE FITTER FOREMAN	2

PIPE FITTERS	16
PAINTERS	9
PIPING/MECHANICAL ENGINEER	1

TOTAL DIRECTS	54
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5. CUSTOMER REPS.

Q.G.P.C. REPS	4
WELDING INSPECTORS	5

6. VISITORS

NONE	0
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GRAND TOTAL	198
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JULY 04TH, 1983

TELEX NO. DB9/07/027

'83 JUL 4 4:51

DERRICK BARGE 9

WEATHER
WINDS
SEAS
VISIBILITY

BARGE SUPERINTENDENT
FIELD ENGINEER
LOCATION

WATER DEPTH

JOB NUMBER
69183-00057

CONTRACT
REPAIR 10" RISER AT PS3 ON BHSC
PIPELINE.

PROGRESS REPORT
FOR JULY 03, 1983

FINE
NW-W 10-14 KNOTS
1-2 FEET
8-10 MILES

R.D. CARL
G. ROOZITALAB
BH FIELD QATAR -
PS3C PLATFORM
100 FEET

0001-0015 RIGGED UP NO.5 DAVIT AND AIR
TUGGER ON THE PORT SIDE OF DB9.
0015-0040 WELDED AIR TUGGER TO THE DECK
OF THE BARGE.
M/W: RE-ARRANGE MATERIAL ON
DB DECK TO MAKE ROOM FOR FAB-
RICATION OF 10" RISER.
0040-0055 MANOEUVRED [SIC] BARGE AND
ALIGNED SAME WITH THE 10"
PIPELINE [SIC] ON SEABED.
0055-0208 DIVER ON SEABED, CONNECTED
DAVIT CABLE WITH THE 10" P.L.
0208-0220 DIVER SWAM TOWARDS THE DAM-
AGE PIPE AND PREPARED TO MAKE
CUT OFF.
0220-0330 DIVER REMOVED BOLTS ON THE
MONEL SECTION OF THE RISER.
M/W: LOWERED PIPELINE DOWN.
0330-0350 DIVER CUT OUT THE LAST BOLT
BETWEEN THE MONEL SECTION OF
THE RISER.
0350-0440 DIVER CONNECTED DERRICK CRANE
SLINGS TO THE RISER AND REMOVED
BOLTS FROM RISER CLAMPS.
0440-0505 REMOVED -35" ELEVATION CLAMP -
CLAMP FOUND TO BE BENT.
0505-0600 REPAIR UNDER WATER CLAMPS ON
DB DECK.
M/W: LOADED HOOK UP MATE-
RIALS FROM [SIC] BH29 ON JAR-8
0600-0706 DIVERDOWN. TOOK MEASUREMENT
FOR ADD - ON TO 10" PIPELINE.
0706-0815 PICKED UP 10" PIPELINE [SIC] TO
SURFACE AND SECURED SAME TO
THE SIDE OF THE BARGE.

0815-0880 ALSO ERECTED SCAFFOLDING
UNDER THE END OF THE PIPELINE.
BROKE CEMENT FROM PIPELINE
AND PREPARED TO MAKE CUT OUT.
0830-0900 CUT OUT THE RISER FROM THE
PIPELINE AND BEVELLED THE CUT
ON THE PIPELINE.

PLAINTIFF'S EXHIBIT 5

0900-1100 FABRICATING 10" RISER ON DB
DECK.
M/W:
0900-0950 DIVER INSTALLED 10"
RISER CLAMP ON PSS AT -30' ELEVATION.
1100-1130 X-RAYED WELDS ON 10" RISER.
1130-1230 RIGGED UP AND ATTEMPTED TO
INSTALL BALL PIG IN THE 10" RISER.
1230-1245 BEVELED PIPE ON THE INSIDE INOR-
DER [SIC] TO INSERT BALL PIG.
1245-1400 INSERTED PIG IN RISER, REBEVELED
PIPE AND MADE UP MONEL JOINT.
1400-1430 RIGGED UP TO PICK UP AND STAB
10" RISER TO THE PIPELINE.
1430-1515 PICKED UP AND STABBED THE 10"
RISER TO THE 10" PIPELINE
1515-1625 WELDED THE 10" RISER TO THE 10"
PIPELINE.
1625-1635 X-RAYED WELD.
1635-1700 WELD FOUND TO BE OKAY, WRAP
WELD AND DERIG SCAFFOLDING.
1700-1900 LOWERED RISER AND PIPELINE TO
SEABED, DIVERS INSTALLED THE
RISER IN THE CLAMPS.

1900-1925	DIVER CHECKED THE 10" PIPELINE AND DISCONNECTED DAVITS FROM THE PIPELINE.
1925-2015	BROUGHT ALL DAVITS CABLES BACK TO SURFACE AND RIGGED UP TO RELOCATE SUBSEA RISER CLAMP.
2015-2100	DIVER TIGHTEN THE FACE PLATE ON THE RISER CLAMP AND LOOSEN THE BOLTS OF THE BRACING PLATZ, TO LET THE RISER MOVE OVER THE FIT IN THE +10' ELEVATION CLAMP.
2100-2300	DIVER CONTINUE STRAIGHTENING AND LEVELING OUT THE SUBSEA RISER CLAMP.
2300-2400	CHANGE OUT DIVERS. DIVERS DOWN STRAIGHTENING RISER AT -30' ELEVATION CLAMP.
MEANWHILE: HOOK UP 0001-2400 ASSISTING HOOK UP CREW ON PS3C AND BH29 P/FORMS	
MEANWHILE: GATE TIDE (PAINT BOAT) 0001-0530 STAND BY AT MOORING. 0530-1900 DEPT. TO BHSC/BHJ2 TO CONTINUE PAINTING 2900-2400 DEPT. TO MOORING AND STANDBY	

ACCUMULATED TOTAL DAYS:

M/R. TYPE	DESCRIPTION	ACC. TOTAL CONT/F.ACC	D O W N S/BY EQPT W/REP	T I M E W O W
69012 CONT	2ND MOB/DEMOB OF DB09	1.32		
69002 CONT	RIG UP DB09 & STINGER	1.37		
69043 CONT	6" P/L PS2C TO MM32-L	5.00	1.28	0.88
69183 INSU	SURVEY/REPAIR MM91	0.29	0.93	
	(MM32-L) PS2 P/L			
69043 CONT	6" P/L PS2C TO MM32-S	3.00	0.39	0.06
69043 F/AC	EXTRA WORK MANOEUVRE BARGE BETWEEN EXISTING M/BUOY - PS2C	0.05		
69043 CONT	6" P/L PS2C TO MM33	1.49		0.03
69043 CONT	6" P/L PS2C TO MM31-L	2.25	0.04	0.01
69043 CONT	6" P/L PS2C TO MM31-S	2.03	0.07	
69043 F/AC	STOP LAYING, WAITING ON CUSTOMER	0.03	0.03	
69043 F/AC	USE WEAKER SOURCE AS PER CUSTOMER	0.26	0.26	
69168 CONT	HOOK UP MM31	1.03		
69133 F/AC	RISER/CLAMP MM31	0.25		
69133 CONT	RISER/CLAMP MM31-L	1.25		
69133 CONT	RISER/CLAMP MM31-S	1.07		
69133 CONT	RISER/CLAMP MM33	1.34		
69133 F/AC	WAITING ON CUSTOMER	0.14	0.14	

M/R. TYPE	DESCRIPTION	ACC. TOTAL CONT/F.ACC	S/ BY EQPT	DOWN TIME W/REP	WOW
	SUPPLIED BOLTS				
68168 CONT	HOOK UP MM33	0.63	—	—	—
69133 CONT	RISER/CLAMP MM32-S	0.79	—	0.04	—
69133 F/AC	RISER/CLAMP MM32	0.29	—	—	—
69133 CONT	RISER/CLAMP MM32-L	0.73	—	—	—
69168 CONT	HOOK UP MM32	0.81	—	—	—
69063 CONT	6" P/L SHORE TO PS2	8.63	—	0.63	0.25
69012 CONT	INTER FIELD TOW TIME	0.96	—	—	—
69123 F/AC	REPLACE 10" RISER FLANGE	1.05	—	—	—
	AT PS1C - ISSB				
69123 F/AC	REPLACE 10" RISER FLANGE	0.81	—	—	—
	AT PS1C - ISSC				
69123 F/AC	TEST PIPING, INSTALL	0.38	—	—	—
	CHOKE VALVES PS1C ON 10"				
69123 F/AC	ISSA LINE	0.19	—	—	—
	TEST PIPING, INSTALL				
69123 F/AC	CHOKE VALVES PS1C ON 10"				
	ISSB LINE				
69123 CONT	RISER/CLAMP IS3	0.90	—	—	—
69073 F/AC	CUT/SALVAGE 6" P/L	0.25	—	—	—
	PS1C - IS3				
69123 F/AC	INSTALL RISER & CLAMPS IS3	0.08	—	—	—
69158 CONT	HOOK UP IS3	0.62	—	—	—
69033 CONT	MPTI ISSA 10"	1.51	—	—	—

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M/R. TYPE	DESCRIPTION	ACC. TOTAL CONT/F.ACC	S/ BY EQPT	DOWN TIME W/REP	WOW
69033 CONT	MPTI ISSA 6"	1.83	—	—	—
69178 CONT	HOOK UP PS3C	1.70	—	—	—
69053 CONT	10" P/L PS3C TO BHSC	5.23	0.10	—	2.48
69003 CONT	DOWNTIME EQUIPMENT	0.31	—	0.31	—
69053 CONT	12" P/L PS3C TO BHJ2	5.02	—	0.38	—
69053 CONT	10" P/L PS3C TO BHJ2	4.29	—	0.38	—
69053 CONT	6" P/L BHSC TO BH29	3.01	0.35	0.21	0.54
69143 CONT	RISER/CLAMP 10" PS3C-BHJ2	1.15	—	—	—
69143 F/AC	WAITING ON CUSTOMER, TO START HOT WORK	0.07	0.07	—	—
69033 CONT	MPTI 6" ISSA	1.53	—	—	—
69033 F/AC	CUT/REPLACE 6" P/L	0.37	—	—	—
	MPTI (ISSA)				
69033 CONT	MPTI 6" IS16	0.86	—	—	—
69093 CONT	CROSSOVER 6"/12" PS1-SHORE	0.36	—	—	—
69033 CONT	CROSSOVER 6"/24" PS1-SHORE	0.36	—	—	—
69053 CONT	6" P/L BH25 TO BHSC	1.96	—	0.24	0.13
69053 F/AC	RELOCATE NO. 3 ANCHOR DUE TO UNCHARTED SITE	0.30	—	—	—
69143 CONT	RISER/CLAMP 12" PS3C-BHJ2	1.29	—	—	—
69143 CONT	RISER/CLAMP 10" PS3C-BHSC	0.69	—	—	—
69178 F/AC	WAITING ON CUSTOMER TO ISSUE WORK PERMIT	0.05	0.05	—	—
69143 F/AC	REMOVE 6" RISER AT BHJ2	0.20	—	—	—

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M/R. TYPE	DESCRIPTION	ACC. TOTAL CONT/FACC	S/BY EQPT W/REP	TIME WOW
69143 F/AC	S/BY OIL/GAS LEAKS AT BHJ2/BHSC	0.09	0.09	—
69178 CONT	HOOK UP BHSC/BHJ2	8.95	—	2.02
69143 F/AC	6" RISER AT BHJ2	0.58	—	—
69143 CONT	10" RISER AT BHJ2	1.22	—	—
69178 F/AC	S/BY ON CUSTOMER, TO MOVE INTO BHSC/BHJ2	1.31	1.31	—
69143 CONT	12" RISER AT BHJ2	0.86	—	—
69178 CONT	10" PIG PS3C TO BHJ2	0.15	—	—
69178 CONT	12" PIG PS3C TO BHJ2	0.57	—	—
69143 CONT	B/LANDING AT BHJ2	0.52	—	—
69143 CONT	VIDEO RISER AT BHJ2	0.12	—	—
69143 CONT	6" RISER BHSC/BH29	1.23	—	—
69143 CONT	6" RISER/OFFSET AT BH29	1.12	—	—
69178 CONT	HOOK UP BH29 P/F	3.73	0.04	—
69178 CONT	6" PIG BH29/BHSC	0.85	—	—
69183 INSUR.	REPAIR 10" RISER PS3C	1.24	—	2.87
TOTAL		93.92	2.90	0.82
			4.89	9.04

USEABLE FUEL AND WATER 24 HRS STATUS JULY 3, 1983

	FUEL	WATER
1. OPENING INVENTORY	107602	265661
2. PRODUCED	0	9791
3. ISSUED TO JAR-8	0	4579
4. BARGE CONSUMED	1122	21084
5. CLOSING INVENTORY	106480	249789

EQUIP- MENT REPORT DERRICK	INSUR- ANCE	CONT.	CONT.
BARGE 9	69183	69178	69178
JARAMAC 44	00057	35900	48000
JARAMAC 8			
INTERMAC			
204	24		
ME5A			
STINGER	24		
GATE TIDE		13.50	10.50

MARINE MOVEMENTS:

1530 HRS TRITON ARRIVED FROM DB27 TO DB9.
1830 HRS TRITON DEPT. TO DB17.

SAFETY MEETING

20TH JUNE 1983 : FIRE AND SHIP ABANDONDRILL
[SIC].
02TH JULY 1983 : SAFETY MEETING HELD.

ACCIDENTS LAST 24 HOURS

DERRICK BARGE 9 /SPREAD - NONE

24 HOURS FORECAST

DOING CROSSOVER OF 10", 12" AND 10" PS3C TO
BSC/BHJ2 LINES.

ASSIST HOOK UP ON BH29 AND PS3C.
GATE TIDE - CARRY ON PAINTING ACTIVITIES.

ESTIMATED TIME OF COMPLETION

N/A

PRESENT PROGRESS AND WEATHER - 0600 HRS.
JULY 4, 1983

ASSISTING HOOK UP CREW ON PS3C PLATFORM.

LOCATION	BH FIELD QATAR, PS3C LOCATION
WEATHER	FINE
WINDS	NW-W LESS THEN [SIC] 5 KNOTS
SEAS	NIL
VISIBILITY	8-10 MILES

0001-0200 DIVERS DOWN ALIGNING -30' ELEVATION
CLAMP AND TIGHTENING BRACE.

0200-0600 ASSISTING HOOK UP CREW ON PS3C
PLATFORM.

M/W:

0230-0315 DIVERS DOWN TO SURVEY 10" AND 12"
FOR SUSPNSION [SIC]

0425-0500 DIVERS DOWN GROUTING UNDER TUBE
TURN ON 10" AND 12" RISER

GATE TIDE

0001-0530 STAND BY ALONGSIDE DB9

0530-0600 LOADING MATERIALS FOR
BHSC/BHJ2 PLATFORM

PERSONNEL
MOVEMENTS

ARRIVAL

DEPARTURE

B. HALE
S. MCCOTTER
K. MARTIN
D. GILL
E. PETERSON

P. BARTON
I. FRAZER
J. MCMULLEN

PERSONNEL LIST FOR JULY 3, 1983

CLASSIFICATION

TOTAL

1. WESTERN SUPERVISION

A: MCDERMOTT

BARGE SUPERINTENDENT	1
FIELD ENGINEER	1
CHIEF ENGINEER	1
FIRST ENGINEERS	1
SECOND ENGINEER	1
BARGE FOREMAN	1
RELIEF BARGE FOREMAN	1
WELDER FOREMAN	1
LEADERMAN	1
DERRICK OPERATORS	2
ANCHOR FOREMAN	0
HOIST OPERATORS	4
BARGE ELECTRICIAN	1
LEAD DIVER	1
DIVERS	2
DIVING SUPERVISOR	1
RADIOGRAPHERS	2
PIPE FITTER FOREMAN	1
SAFETY ENGINEER	1
PAINTER FOREMAN	1

B: SUB-CONTRACTORS

SURVEYORS	(HYDROSPACE)	4
DIVERS	(HYDROSPACE)	2
DIVERS	(U.W.W.)	1
STRESS RELIEVER	(COOPERHEAT)	1
DIVERS	(FRAZER)	2

TOTAL WESTERN SUPERVISION	35
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2. NON-WESTERN SUPERVISION

A: MCDERMOTT

NONE 0

B: SUB-CONTRACTORS

X-RAY TECHNICIANS (VETCO) 2

TOTAL NON-WESTERN SUPERVISION 2

3. BELOW DECK

A: MCDERMOTT

1. WESTERNCHIEF STEWARD 1
MEDIC 12. ASIANS, S.E. ASIANS & INDIGENOUSSENIOR CLERK 1
INTERMEDIATE CLERK 1
JUNIOR CLERK 1
MATERIAL CONTROLLER 1
MATERIAL CLERKS 2
MEDIC 1
SENIOR MEDIC 0
FIRST ENGINEERS 2
SECOND ENGINEER 0
THIRD ENGINEERS 8
BARGE ELECTRICIANS 2
MACHINIST 1
MCD. YARD PERSONNEL 3
CARPENTERS 2
BARBER 1

B: SUB-CONTRACTORS

ALBERT ABELA 34

TOTAL BELOW DECK 62

4. PRODUCTIVE LABOUR (ASIANS, S.E. ASIANS & INDIGENOUS)

A: SUPPORTS

RIGGER FOREMEN 3
RIGGERS 27
RIGGERS (YARD) 7

TOTAL SUPPORTS 37

B: DIRECTS

WELDER FOREMAN 1
WELDERS 20
CRAWLER CRANE OPERATORS 3
WELDER HELPERS 2
PIPE FITTER FOREMAN 2
PIPE FITTERS 16
PAINTERS 9
PIPING/MECHANICAL ENGINEER 1

TOTAL DIRECTS 54

5. CUSTOMER REPS.Q.G.P.C. REPS 4
WELDING INSPECTORS 56. VISITORS

NONE 0

GRAND TOTAL 199

JULY 05TH, 1983

TELEX NO. DB9/07/031

'83 JUL 5 5:33

DERRICK BARGE 9WEATHER
WINDSPROGRESS REPORT
FOR JULY 04, 1983FINE
NW-W 5-8 KNOTS

SEAS 1-2 FEET
 VISIBILITY 8-10 MILES
 BARGE SUPERINTENDENT R.D. CARL
 FIELD ENGINEER G. ROOZITALAB
 LOCATION BH FIELD QATAR -
 PS3C PLATFORM
 WATER DEPTH 100 FEET

JOB NUMBER INSURANCE
 69183-00057 REPAIR 10" RISER AT PS3 ON THE
 BHSC PIPELINE
 0001-0200 DIVERS DOWN. ALIGNING -30' ELE-
 VATION RISER CLAMP AT PS3 ON THE
 10" RISER.

JOB NUMBER CONTRACT
 69173-35900 BARGE SUPPORT DURING HOOK UP
 0200-0745 ASSISTING HOOK UP CREW WITH
 HOOK UP ON PS3C

MEANWHILE:

JOB NUMBER CONTRACT
 69113-41000 INSTALL PIPELINE
 CROSSING
 0230-0315 DIVERS MADE SUR-
 VEY OF SUSPENSION
 ON THE 10" AND 12"
 PIPELINE.
 0415-0500 DIVER DOWN,
 GROUTING UNDER
 THE TUBE TURN ON
 THE 10" AND 12"
 RISER AT PS3.

MEANWHILE:

JOB NUMBER INSURANCE
 69183-00057 REPAIR 10"
 RISER AT PS3
 0645-0730 DIVERS
 DOWN TIGHTEN -30'
 ELEVATION RISER
 CLAMP AT PS3 ON
 THE 10" RISER.

NOTE: HAD TO CUT
 OUT FLANGE ON
 TOPSIDE PIPING
 IN ORDER [SIC] TO
 ALIGN SAME WITH
 RISER.

0730-0810 DIVER DOWN TO
 TAKE VIDEO OF 10"
 RISER - VIDEO MAL-
 FUNCTIONING.

0810-0845 DIVER TOOK PHOTO-
 GRAPHS OF THE 10"
 RISER AT PS3 (PS3 TO
 BHJ2)

JOB NUMBER CONTRACT
 69113-41000 INSTALL 14 PIPELINE CROSSING IN
 BH FIELD
 0745-0755 MOVED BARGE FORWARD AND SET
 UP OVER THE 6" CROSSOVER (6"
 PIPELINE FROM BHJ26).
 0755-0825 DIVERS RIG UP TO PLACE GROUP
 BAGS UNDER THE PIPELINES CROSS-
 ING.
 0825-0954 DIVER PLACED CEMENT BLOCKS
 UNDER THE 10" PIPELINE (PS3 BHSC)

0945-1005 DIVER SURVEYED BOTH SIDES UP
THE CROSS OVER FOR SUSPENSIONS.
1005-1100 RIGGED UP CEMENT BLOCKS AND
BAGS TO PLACE AT THE 10" AND 12"
PIPELINE CROSSING.
1100-1230 RIGGED UP CEMENT BLOCKS AND
CRADLE FOR BAGS.
1230-1440 DIVER PLACED GROUT BAGS ON
SUSPENSION UNDER 10" P/LINE.
MOVED BARGE OVER TO THE 12"
PIPELINE CROSSING LOCATION.
DIVER RETURNED BACK TO SURFACE
1440-1600 RIGGED UP TO PLACE CEMENT
BLOCKS [SIC] ON SUSPENSION
UNDER THE 12" PIPELINE.
M/W:
BROUGHT GATE TIDE ALONGSIDE
[SIC] DB9 WITH TWO INJURED PER-
SONNEL FROM BH29 (SEE ACCIDENT
LAST 24 HRS)
1600-1700 DIVER PLACED CEMENT BLOCKS
UNDER THE 12" PIPELINE.
(9" CLEARANCE OF 6" P/L)
1700-1730 CHANGED OUT DIVERS
1730-1945 DIVER PLACED 2 BLOCKS AND 8
SOLF BAGS UNDER THE 12" LINE
1945-2045 DIVER DECOMPRESSING IN CHAM-
BER.
2045-2330 DIVER DOWN CONTINUE PLACING
CEMENT BLOCKS AND GROUT BAGS
UNDER 12" PIPELINE
PLACED TWO SINGLE BAGS UNDER
10" PIPELINE FROM PS3 TO BHJ2 20
FEET APART.
2330-2400 CHANGED OUT DIVER.
M/W: OFFLOADED JARAMAC 8 AND
LOADED WITH AIR COMPRESSURE.

NOTE:
REQUESTED QGPC FOR PERMISSION
TO MOVE BARGE TO LOCATION OF
10" PIPELINE, (PICK UP AND LAY TO
BHSC) QGPC REFUSED PERMISSION
TO MOVE THE BARGE DURING
HOURS OF DARKNESS.

MEANWHILE: HOOK UP

0001-2400 ASSISTING HOOK UP CREW
ON PS3C AND BH29 P/FORMS

MEANWHILE: GATE TIDE (PAINT
BOAT)

0001-0530	STANDBY AT MOOR- ING ANCHOR.
0530-1800	MOVED TO BH29 PLATFORM AND RESUMED PAINTING AND SANDBLASTING ACTIVITIES.
1800-2400	ALONGSIDE DB9.

MEANWHILE:

JOB NUMBER	CONTRACT
69173-41200	PURGE, PIG AND TEST (6" BH29-BHSC)
0630-0730	RIGGED UP JAR-8 TO TEST 6" P/LINE.
0730-0900	JAR-8 DEPT. TOBHSC TO COMMENCE TEST.
0900-1200	RETURN TO DB9 TO REPAIR HIGH PRES- SURE PUMP, DUE TO PUMP MALFUNCTION- ING.

1200-1410 DEPT. TO BHSC AND
STARTED PUMPING,
BROUGHT UP PRES-
SURE TO 4450 PSI
1410-1430 PRESSURE FELL TO
ZERO. RETURNED TO
DB9.
AT 1800 HRS JAR44 DEPT TO BH29
PLATFORM.
1900 HRS JAR-8 DEPT. TO BHSC.
CREW FROM JAR44
TIGHTENING
FLANGES AFTER
BLEEDING ALL AIR
OUT
JAR-8 CREW COM-
MENCE TEST AT BH29
ON 6" P/LINE FROM
BH29-BHSC.
2015 HRS LEAK ON BHSC,
BLEED [SIC] DOWN
PRESSURE AND
TIGHTENED
FLANGES.
2145 HRS BROUGHT UP PRES-
SURE AT BHSC.
2220 HRS TEST ON 4450 PSI WIT-
NESS BY QGPC.
2310 HRS JAR-44 AND JAR-8
RETURNED TO DB9

ACCUMULATED TOTAL DAYS:

M/R. TYPE	DESCRIPTION	ACC. TOTAL CONT/F.ACC	S/BY EQPT	DOWN TIME W/REP WOP
69012 CONT	2ND MOB/DEMOB OF DB09	1.32		
69002 CONT	RIG UP DB09 & STINGER	1.37		
69043 CONT	6" P/L PS2C TO MM32-L	5.00	0.50	0.88
69183 INSU	SURVEY/REPAIR MM91 (MM32-L) PS2 P/L	0.29		
69043 CONT	6" P/L PS2C TO MM32-S	3.00		
69043 F/AC	EXTRA WORK MANOEUVRE BARGE BETWEEN EXISTING M/BUOY - PS2C	0.05	0.39	0.06
69043 CONT	6" P/L PS2C TO MM33	1.49		0.03
69043 CONT	6" P/L PS2C TO MM31-L	2.25	0.04	0.01
69043 CONT	6" P/L PS2C TO MM31-S	2.03	0.07	
69043 F/AC	STOP LAYING, WAITING ON CUSTOMER	0.03	0.03	
69043 F/AC	USE WEAKER SOURCE AS PER CUSTOMER	0.26	0.26	
69168 CONT	HOOK UP MM31	1.03		
69133 F/AC	RISER/CLAMP MM31	0.25		
69133 CONT	RISER/CLAMP MM31-L	1.25		
69133 CONT	RISER/CLAMP MM31-S	1.07		
69133 CONT	RISER/CLAMP MM33	1.34		
69133 F/AC	WAITING ON CUSTOMER	0.14	0.14	

M/R. TYPE	DESCRIPTION	ACC. TOTAL CONT/F.ACC	S/BY EQPT	DOWN TIME W/REP	WOW
	SUPPLIED BOLTS				
68168 CONT	HOOK UP MM33	0.63	—	—	—
69133 CONT	RISER/CLAMP MM32-S	0.79	—	—	—
69133 F/AC	RISER/CLAMP MM32	0.29	—	0.04	—
69133 CONT	RISER/CLAMP MM32-L	0.73	—	—	—
69168 CONT	HOOK UP MM32	0.81	—	—	—
69063 CONT	6" P/L SHORE TO PS2	8.63	—	0.63	0.25
69012 CONT	INTER FIELD TOW TIME	0.96	—	—	—
69123 F/AC	REPLACE 10" RISER FLANGE	1.05	—	—	—
	AT PS1C - ISSB				
69123 F/AC	REPLACE 10" RISER FLANGE	0.81	—	—	—
	AT PS1C - ISSC				
69123 F/AC	TEST PIPING, INSTALL	0.38	—	—	—
	CHOKE VALVES PS1C ON 10"				
69123 F/AC	ISSA LINE	0.19	—	—	—
	TEST PIPING, INSTALL				
	CHOKE VALVES PS1C ON 10"				
	ISSB LINE				
69123 CONT	RISER/CLAMP IS3	0.90	—	—	—
69073 F/AC	CUT/SALVAGE 6" P/L	0.25	—	—	—
	PS1C - IS3				
69123 F/AC	INSTALL RISER & CLAMPS IS3	0.08	—	—	—
69158 CONT	HOOK UP IS3	0.62	—	—	—
69033 CONT	MPTI ISSA 10"	1.51	—	—	—

M/R. TYPE	DESCRIPTION	ACC. TOTAL CONT/F.ACC	S/BY EQPT	DOWN TIME W/REP	WOW
69033 CONT	MPTI ISSA 6"	1.83	—	—	—
69178 CONT	HOOK UP PS3C	1.99	—	—	—
69053 CONT	10" P/L PS3C TO BHSC	5.23	0.10	—	2.48
69003 CONT	DOWNTIME EQUIPMENT	0.31	—	0.31	—
69053 CONT	12" P/L PS3C TO BHJ2	5.02	—	0.38	—
69053 CONT	10" P/L PS3C TO BHJ2	4.29	—	0.38	0.54
69053 CONT	6" P/L BHSC TO BH29	3.01	0.35	0.21	—
69143 CONT	RISER/CLAMP 10" PS3C-BHJ2	1.15	—	—	—
69143 F/AC	WAITING ON CUSTOMER, TO	0.07	0.07	—	—
	START HOT WORK				
69033 CONT	MPTI 6" ISSA	1.53	—	—	—
69033 F/AC	CUT/REPLACE 6" P/L	0.37	—	—	—
	MPTI (ISSA)				
69033 CONT	MPTI 6" IS16	0.86	—	—	—
69093 CONT	CROSSOVER 6"/12" PS1-SHORE	0.36	—	—	—
69033 CONT	CROSSOVER 6"/24" PS1-SHORE	0.36	—	—	—
69053 CONT	6" P/L BH25 TO BHSC	1.96	—	0.24	0.13
69053 F/AC	RELOCATE NO. 3 ANCHOR DUE	0.30	—	—	—
	TO UNCHARTED SITE				
69143 CONT	RISER/CLAMP 12" PS3C-BHJ2	1.29	—	—	—
69143 CONT	RISER/CLAMP 10" PS3C-BHSC	0.69	—	—	—
69178 F/AC	WAITING ON CUSTOMER TO	0.05	0.05	—	—
	ISSUE WORK PERMIT				
69143 F/AC	REMOVE 6" RISER AT BHJ2	0.20	—	—	—

M/R. TYPE	DESCRIPTION	ACC. TOTAL CONT/F.ACC	D O W N T I M E			
			S/BY	EQPT	W/REP	WOW
69143 F/AC	S/BY OIL/GAS LEAKS AT BHJ2/BHSC	0.09	0.09	-	-	-
69178 CONT	HOOK UP BHSC/BHJ2	8.95	-	-	-	2.02
69143 F/AC	6" RISER AT BHJ2	0.58	-	-	-	-
69143 CONT	10" RISER AT BHJ2	1.22	-	-	-	-
69178 F/AC	S/BY ON CUSTOMER, TO MOVE INTO BHSC/BHJ2	1.31	1.31	-	-	-
69143 CONT	12" RISER AT BHJ2	0.86	-	-	-	-
69178 CONT	10" PIG PS3C TO BHJ2	0.15	-	-	-	-
69178 CONT	12" PIG PS3C TO BHJ2	0.57	-	-	-	-
69143 CONT	B/LANDING AT BHJ2	0.52	-	-	-	-
69143 CONT	VIDEO RISER AT BHJ2	0.12	-	-	-	-
69143 CONT	6" RISER BHSC/BH29	1.23	-	-	-	-
69143 CONT	6" RISER/OFFSET AT BH29	1.12	-	0.04	-	-
69178 CONT	HOOK UP BH29 P/F	3.73	-	-	-	-
69178 CONT	6" PIG BH29/BHSC	0.85	-	-	-	-
69183 INSUR.	REPAIR 10" RISER PS3C	1.32	-	-	-	-
69113 CONT	14 P/L CROSSING AT BH	0.62	-	-	-	-
	TOTAL	94.92	2.90	4.90	0.82	9.04

USEABLE FUEL AND WATER 24 HRS STATUS JULY 04TH, 1983

	FUEL	WATER
1. OPENING INVENTORY	106480	249789
2. PRODUCED	0	10799
3. ISSUED TO TRITON	738	0
4. BARGE CONSUMED	1132	15810
5. CLOSING INVENTORY	104610	244778

EQUIP- MENT REPORT: DERRICK	IN- SUR- ANCE				
	CONT.	CONT.	CONT.	CONT.	CONT.
	69183	69178	69113	69178	69178
	00057	35900	41000	48000	41200
BARGE 9	2	5.75	16.25		
JARAMAC 44	2	5.75	11.25		5
JARAMAC 8	2	4.50	4.5		13
INTERMAC					
204	2	5.75	16.25		
ME5A					
STINGER	2	5.75	16.25		
GATE TIDE		12.50		11.50	

MARINE MOVEMENTS:

NONE

SAFETY MEETING:

20TH JUNE 1983 : FIRE AND SHIPABANDON DRILL
02ND JULY 1983 : SAFETY MEETING HELD.

ACCIDENT REPORT:

DERRICK BARGE 9 LOCATION : BH FIELD, BH29
P L A T F O R M
(GATE TIDE)
TIME : 1410 HRS
SUBJECT : JON WILANDER -
PAINT FMN -
(04612)
VIC DE LEON -
PAINTER - (82646)

BOTH SUBJECT [SIC] WERE ON THE GATE TIDE WHEN THEY RECEIVE [SIC] A CALL FROM JAR-8 TO GO ONTO THE BH29 P/F AND CHECK ON A FLANGE TO SEE IF THERE WAS [SIC] ANY LEAKS, THEY WERE TOLD THAT THE TEST WAS ON HOLDING 4450 PSI.

WHILE CHECKING FOR LEAKS THE PLUG ON ONE OF THE FLANGE [SIC] THAT WAS LEAKING ON BH29 BLOWED [SIC] OUT OF THE FLANGE BECAUSE OF THE PRESSURE STRIKING BOTH MEN ON THE HEAD.

INJURY

JON WILANDER RECEIVED SEVERE TRAUMA TO THE FOREHEAD.

HE RECEIVED THE FULL IMPACT FROM THE PLUG.

VIC DE LEON RECEIVED SEVERE LACERATION AND DAMAGED TISSUE, TO THE TEMPORAL ON THE RIGHT SIDE OF THE HEAD.

AT 1520 HRS BOTH MEN WERE EVACUATED BY HELICOPTER FROM QGPC LIVING QUARTERS, TO RUMAILAH HAMAD HOSPITAL, DOHA. ACCOMPANIED BY MEDIC RIC TANVECO.

24 HOURS FORECAST:

CROSSING 12" AND 10" PS3C TO BHSC/BHJ2, LINES, PICK UP ANCHORS AND TOW AND SET UP TO CONTINUE LAYING 10" PIPELINE PS3C-BHSC.

DIVERS TO CHECK STINGER ASSIST HOOK UP ON BHSC/BHJ2. GATE TIDE CONTINUE PAINTING ON BH29 PLATFORM.

COMPLETION DATE:

PRESENT PROGRESS AT 0600 HRS.

JULY 5, 1983

DIVER CUTTING STINGER PINS FROM STERN OF BARGE. ALSO, PRESSURE TESTING 6" P/L (BHSC - BH29) - PRESSURE HOLDING AT 4450 PSI.

LOCATION	BH FIELD QATAR - PS3C LOCATION
WEATHER	PARTLY CLOUDY
WINDS	NW-W 5-8 KNOTS
SEAS	1-2 FEET
VISIBILITY	8-10 MILES

0001-0035	DIVERS DOWN PLACING GROUT BAGS UNDER 10" PIPELINE (PS3 - BHSC)
0035-0055	DIVERS SURVEY 10" AND 12" PIPELINE
0055-0115	REPAIRING WEIGHT COAT WHICH IS DAMAGE ON 6" PIPELINE.
0115-0130	MOVE BARGE INTO PS3C PLATFORM.
0130-0600	DIVERS CUTTING STINGER PINS FROM STERN OF BARGE
0530-0600	FITTING 10" SPOOL FLANGE AND WELDING OUT SAME.
	X-RAYED WELD - FOUND OUT OKAY.

M/W: OFFLOADED ALL 6" AND 12" PIPES ON TO INT-204 AND 10" PIPES ONTO DB9 DECK.

SENIOR MEDIC	0
FIRST ENGINEERS	2
SECOND ENGINEER	0
THIRD ENGINEERS	8
BARGE ELECTRICIANS	2
MACHINIST	1
MCD. YARD PERSONNEL	3
CARPENTERS	2
BARBER	1

B: SUB-CONTRACTORS

ALBERT ABELA	34
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TOTAL BELOW DECK	61
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4. PRODUCTIVE LABOUR (ASIANS, S.E. ASIANS & INDIGENOUS)

A: SUPPORTS

RIGGER FOREMEN	3
RIGGERS	27
RIGGERS (YARD)	7

TOTAL SUPPORTS	37
----------------	----

B: DIRECTS

WELDER FOREMAN	1
WELDERS	20
CRAWLER CRANE OPERATORS	3
WELDER HELPERS	2
PIPE FITTER FOREMAN	2
PIPE FITTERS	16
PAINTERS	8
PIPING/MECHANICAL ENGINEER	1

TOTAL DIRECTS	53
---------------	----

5. CUSTOMER REPS.


Q.G.P.C. REPS	4
---------------	---

WELDING INSPECTORS	5
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6. VISITORS

NONE	0
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GRAND TOTAL	193
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	Apellido (s) Last Name (s)		Nombre Name	
	W. LANDER		JON	
	Nacionalidad Nationality		Nº de Pasaporte Passport No	
	U.S.		C-706975	
Fecha de Nacimiento Date of Birth		País de Nacimiento Country of Birth		
1A FEB 28		U.S.A.		
Ocupación Occupation		Fecha de Expiración Valid Until		
Marino		29-3-84		
Nº 013435		W. Lander		
Lugar de Expedición Place of Issue		Nombre y Firma de quien Expide Name and Signature of Issuing Officer		
NUEVA ORLEANS		Nelson Forestal Torin		

REPUBLICA DE PANAMA

MINISTERIO DE HACIENDA Y TESORO
DIRECCION GENERAL CONSULAR Y DE NAVES

Este documento ha sido expedido de acuerdo con las leyes y reglamentaciones vigentes de la República de Panamá y de conformidad con el Convenio 108 relativo a los Documentos de Identidad de la Gente de Mar, 1958, de la Organización Internacional del Trabajo.

El Gobierno de la República de Panamá solicita a las autoridades de los Gobiernos ante quienes se presente este documento, facilitar a su titular el ejercicio de sus derechos con sujeción a las condiciones previstas en el Convenio mencionado, como recíprocamente, de acuerdo con la costumbre internacional, la República de Panamá hace en casos semejantes.

REPUBLIC OF PANAMA
MINISTRY OF FINANCE AND TREASURY
DIRECTORATE GENERAL OF CONSULAR AND
MARITIME AFFAIRS

This document has been issued in accordance with the laws and regulations in force in the Republic of Panama and with Convention 108 Relating to Identification Documents for Seafarers, 1958 of the International Labor Organization.

The Government of the Republic of Panama requests the authorities of the Governments before which this document is exhibited to facilitate to its holder the exercise of his rights, subject to the conditions prescribed in the above mentioned Convention, such as the Republic of Panama does reciprocally, in similar cases, in accordance with international practice.

SERVICIO DE LLAMADA CALL LETTERS
H09732

REPUBLICA DE PANAMA
MINISTERIO DE HACIENDA Y TESORO
DIRECCION GENERAL DE CONSULAR Y DE NAVES
MARINA MERCANTE NACIONAL
SERVICIO INTERNACIONAL
PATENTE PROVISIONAL DE NAVEGACION

NUMERO OFICIAL REGISTRATION NO.
No. 6301-PEXT-2

Sítor No. 42205

De acuerdo al cumplimiento de los requisitos estipulados en la Ley Ba. de 12 de enero de 1925, aprobados por la Dili-
gencia de Matrícula No. de de MARZO de 197 84, expedida por esta Oficina
SE AUTORIZA Y CONCEDE a la nave cuyas características se detallan a continuación y la cual se dedicará exclusi-
vamente al servicio de Abastecimiento, la presente PATENTE PROVISIONAL DE NAVEGACION para todos
los fines respectivos que otorga el Registro de la Marina Mercante de la Republica de Panamá.

In accordance with the requirements established by the Ordinance No. 8, dated the 12th of January 1925, the registration requested in
Form No. of of 197, has been approved by this office.
Therefore, the Panama Merchant Marine Registry hereby GRANTS AND AUTHORIZES this Provisional Registration of Navigation
Certificate to the vessel, whose particulars are described below, and which will be used exclusively for

DATOS DE IDENTIFICACION DE LA NAVE
PARTICULARS OF THE VESSEL

NOMBRE DE LA NAVE: NAME OF THE VESSEL:		FECHA: DATE:		CONSTRUCTORES: BUILDERS:	
'MCDERMOTT UTILITY BARGE NO. 7'		1933		AVONDALE MARINE WAYS INC.	
NOMBRE ANTERIOR: PREVIOUS NAME:		MATERIAL DEL CARGO: MATERIAL OF THE CARGO:		DIMENSIONES PRINCIPALES MAIN MEASUREMENTS	
'MCDERMOTT DERRICK BARGE NO. 7'		ACERO		SELONA LENGTH 91.44 MTS 27.43 MANGA BREADTH 3.61 MTS PUNTA DEPTH MTS	
NACIONALIDAD QUE RENUNCIA: PREVIOUS NATIONALITY				BAJO CUBIERTA UNDER DECK 3,055.04 BRUTO GROSS 3,203.63 NETO NET 2,438.00	
NINGUNA				TOMELAJE TONNAGE	

SERVICIO A QUE SE DEDICA LA NAVE
KIND OF SERVICE GIVEN BY THE VESSEL

CARGA SECA DRY CARGO	PASAJEROS PASSENGERS	MIXTO MIXED					PESCA DE FISHING OF	DE SERVICIO DE KIND OF SERVICE
CARGA LIQUIDA LIQUID CARGO		CLASE CLASS		CLASE CLASS		CLASE CLASS		ABASTECIMIENTO

SISTEMA DE PROPULSION
PROPULSION SYSTEM

CLASE Y NUMERO DE MAQUINAS O MOTORES:
TYPE AND NUMBER OF ENGINES: --- SIN PROPULSION ---

NUMERO Y TIPO DE CILINDROS:
NUMBER AND TYPE OF CYLINDERS: -----

MARCA O NOMBRE DE LOS FABRICANTES:
BRAND OR NAME OF MANUFACTURERS: -----

VELOCIDAD DE LA NAVE:
SPEED OF THE VESSEL: -----

CABALLOS DE FUERZA:
HORSE POWER: -----

La presente Patente Provisional debe ser cancelada y sustituida por otra en los casos que se describen al reverso de es-
te documento.

The present Provisional Registration Certificate International Service should be cancel and substituted by another one in cases that
are described on the reverse of this document.

EXPEDIA EL: 23 DE MARZO DE 1984 DIA MES AÑO MONTH DAY YEAR EN NEW ORLEANS, LOUISIANA

FIRMADA Y SELLADA POR EL SUSCRITO
SIGNED AND SEALED BY THE UNDERSIGNED

FECHA DE EXPIRACION:
VALID UNTIL

23 DE SEPTIEMBRE DE 1984 DIA MES AÑO

CONSUL GENERAL
TITULO DEL FUNCIONARIO

TITLE



MONTH DAY YEAR

NEW ORLEANS, LOUISIANA

NOMBRE Y FIRMA DEL FUNCIONARIO
NAME AND SIGNATURE OF OFFICER



DIFINITIVO DE LLAMADA CALL LETTERS HO-9733

REPUBLICA DE PANAMA
MINISTERIO DE HACIENDA Y TESORO
DIRECCION GENERAL DE CONSULAR Y DE NAVES
MARINA MERCANTE NACIONAL

NUMERO OFICIAL REGISTRATION NO. No. 6302-PEXT-2

SERVICIO INTERNACIONAL
PATENTE PROVISIONAL DE NAVEGACION
Sitor No. 42204

De acuerdo al cumplimiento de los requisitos estipulados en la Ley 8a. de 12 de enero de 1925, aprobados por la Dili-gencia de Matricula No. _____ de Marzo de 197 84, expedida por esta Oficina SE AUTORIZA Y CONCEDE a la nave cuyas características se detallan a continuacion y la cual se dedicará exclusiva-mente al servicio de **ABASTECIMIENTO**, la presente **PATENTE PROVISIONAL DE NAVEGACION** para todos los fines respectivos que otorga el Registro de la Marina Mercante de la Republica de Panamá.

In accordance with the requirements established by the Ordinance No. 8, dated the 12th of January 1925, the registration requested in Form No. _____, dated the _____ of 197 _____, has been approved by this office. Therefore, the Panama Merchant Marine Registry hereby GRANTS AND AUTHORIZES this Provisional Registration of Navigation Certificate to the vessel, whose particulars are described below, and which will be used exclusively for _____

DATOS DE IDENTIFICACION DE LA NAVE
PARTICULARS OF THE VESSEL

NOMBRE DE LA NAVE: NAME OF THE VESSEL: 'MCDERMOTT UTILITY BARGE NO. 9'		PROPIETARIO Y DOMICILIO: OWNER'S NAME AND ADDRESS: MCDERMOTT INCORPORATED		CONSTRUCTORES: BUILDERS: AVONDALE MARINE WAYS INC.
NOMBRE ANTERIOR: PREVIOUS NAME: MCDERMOTT DERRICK BARGE NO. 9'		REPRESENTANTE LEGAL Y DOMICILIO: NAME AND ADDRESS OF LEGAL REPRESENTATIVE: DURLING & DURLING		
NACIONALIDAD QUE RENUNCIA: PREVIOUS NATIONALITY: NINGUNA		RESPONSABLE DE LAS CUENTAS DE RADIO Y DOMICILIO: NAME AND ADDRESS OF COMPANY RESPONSIBLE FOR RADIO EXPENSES: LOS DUEÑOS		
CONSTRUIDO EN: BUILT IN: AVONDALE MARINE WAYS, INC.	FECHA: DATED: 1955			
NUMERO DE: NUMBER OF: CUBIERTAS -- DECKS ----- MASTILES -- MASTS ----- CHIMENEAS -- FUNNEL -----	MATERIAL DEL CASCO: MATERIAL OF THE HULL: ACERO	DIMENSIONES PRINCIPALES MAIN MEASUREMENTS ESEORA LENGTH 91.46 MTS. MANGA BREADTH 27.44 MTS. PUNTAL DEPTH 5.61 MTS. BAJO CUBIERTA UNDER DECK BRUTO GROSS 4,416.89 NETO NET 4,416.00		
SERVICIO A QUE SE DEDICA LA NAVE KIND OF SERVICE GIVEN BY THE VESSEL				
CARGA SECA DRY CARGO ---	CARGA LIQUIDA LIQUID CARGO -----	PASAJEROS PASSENGERS 1A. 1ST. CLASS 2A. 2ND. CLASS 3A. 3RD. CLASS -----	MIXTO MIXED ---	PESCA DE FISHING OF -----
DE SERVICIO DE KIND OF SERVICE ABASTECIMIENTO				
SISTEMA DE PROPULSION PROPULSION SYSTEM				
CLASE Y NUMERO DE MAQUINAS O MOTORES: TYPE AND NUMBER OF ENGINES --- SIN PROPULSION ---				
NUMERO Y TIPO DE CILINDROS: NUMBER AND TYPE OF CYLINDERS -----				
MARCA O NOMBRE DE LOS FABRICANTES: BRAND OR NAME OF MANUFACTURERS: -----				
VELOCIDAD DE LA NAVE: SPEED OF THE VESSEL: CABALLOS DE FUERZA HORSE POWER: -----				

La presente Patente Provisional debe ser cancelada y sustituida por otra en los casos que se describen al reverso de este documento.

The present Provisional Registration Certificate International Service should be cancel and substituted by another one in cases that are described on the reverse of this document.

EXPEDIDA EL: 23 DE MARZO DE 1984 EN NEW ORLEANS, LOUISIANA

FIRMADA Y SELLADA POR EL SUSCRITO
SIGNED AND SEALED BY THE UNDERSIGNED

CONSUL GENERAL

FECHA DE EXPIRACION:
VALID UNTIL

22 DE SEPTIEMBRE DE 1984
DIA MES AÑO

TITULO DEL FUNCIONARIO



MONTH DAY YEAR
Neto Forestal Torrijos
NETO FORESTAL TORRIJOS

NOMBRE Y FIRMA DEL FUNCIONARIO
 NAME AND SIGNATURE OF OFFICER

Date: 5/27/85Name: Gates Tide Former Name: Builder: Halter Marine - (Lockport)Hull No. 527 Official No.: 571978Year Built: 1976 Home Port: Port Vila, Vanuatu Flag: VanuatuSize & Class: 180' x 38' 4-Ft. Crane Vessel Owner: Tidewater Navigators, Inc.***DIMENSIONS**

Tonnage, Gross:	<u>285.78</u>	Net: <u>194</u>
Length:	<u>180</u> (<u>54.9</u>)	Ft(M)
Breadth:	<u>38</u> (<u>11.6</u>)	Ft(M)
Depth:	<u>14</u> (<u>4.3</u>)	Ft(M)
Draft, Light:	<u>6.58</u> (<u>2.00</u>)	Ft(M)
Displ., Light:	<u>715.1</u> (<u>726.8</u>)	LT(MT)
Loaded:	<u>1568.0</u> (<u>1593.6</u>)	LT(MT)

***HULL CHARACTERISTICS**

Open Deck Area, L:	<u>92</u> (<u>28.0</u>)	Ft(M)
	W: <u>29</u> (<u>8.8</u>)	Ft(M)
Ballast Capacity:	<u>156,500</u> (<u>592.4</u>)	Gal(M ³)
Fresh Water Cap.:	<u>63,226</u> (<u>239.3</u>)	Gal(M ³)
Fuel Capac., Ship:	<u>72,076</u> (<u>272.8</u>)	Gal(M ³)
Day:	<u>3,862</u> (<u>14.6</u>)	Gal(M ³)
De Cargo, Max:	<u>417.0</u> <u>423.8</u>	LT(MT)
	w/ crane stowed	

***OPERATIONAL DATA**

Normal Fuel Cons: 125 (473)GPH(1/H)
 Speed: 13.8 (12)MPH(Kts.)
 Bollard Pull: 35 (36)LT(MT)Est.
 USCG Certif: -
 ABS Certif: +AMS, +AI Towing Service
 Other Certif: ABS Loadline
 Suez Canal Tonnage
 Std. No. Crew: 7

***LIVING SPACES**

No. Rooms: 7 No. Bunks: 24
 Cert. For: 24 Persons
 Range: G.E. MR - 20A Water Cooler: Oasis
 Refrig: Lemoine Ref. Size: 28 (.793) Ft³(M³)
 Freezer: Lemoine Ref. Size: 14 (.396)Ft³(M³)
 Walk-In Chill/Freezer: Tecumseh
 Size: 300 (8.49)Ft³(M³)
 A/C: Carrier Size: 10 (1.2x10⁵)Ton(BTU/hr)
 Heating: Electric Strip, 18 KW No.: 2

***LIFE SAVING EQUIPMENT**

Floats: -
 Inflatables: Three (3) - 20 man
 Rescue Boat: One (1) - 14 Ft.
 Ring Buoys: 6 - Life Jackets: 28
 Extinguishers:CO₂: (7) - 15#

Foam:(3) - 2 1/2 gal. Dry Chem.(1) - 2 3/4#
 Others: E.P.I.R.B Five 1 1/2" Firestations w/75' Hose &
 Nozzle Four Fire
 Axes

***ELECTRONIC/NAVIGATION EQUIPMENT**

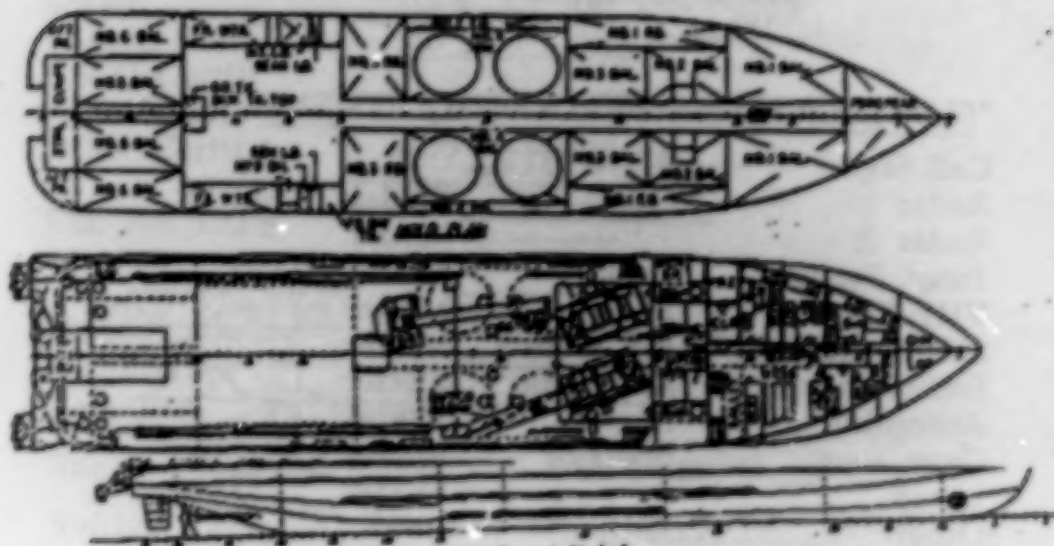
Call Sign: WYH 6513
 Radar 1: Docca Model: RM-916
 Radar 2: - Model: -
 Emer. Radio: Drake Model: TRM
 VHF Radio: Ensign Model: RT-457
 SSB Radio: R.F. Comm. Model: RF-201M
 Fathometer: Raytheon Model: DE 726A
 Autopilot: Sperry Model: 8T
 Gyro: Sperry Model: SR-130
 Loran: - Model: -
 Other: Loudhailer: Realistic

***ELECTRICAL**

Generator: Delco Model: E6619
 No: 2 KW: 150 RPM: 1200 Volt: 725/450
 Hz: 60 Ph: 3 Eng: G.M. Model: 12V71

***WINDLASS**

Mfg: HBL Model: XDW 1.25 EH-1
 Chain Size: 1 1/4" Amt: 1260(P) 384
 1080(S) (329)Ft(M)

Anchor: Denforth No.: 2Weight: 2000 (908)Lb(Kg)Date: 5/27/85Name: Gates Tide***MECHANICAL**Ballast/Bilge Pump: Barnes

Model:	<u>251CU-1</u>	Size:	<u>3" x 3"</u>
Cap. Tank-Ovbd:	<u>300</u>	(	<u>68.1</u>)GPM(M ³ /H) Ⓢ
TDH:	<u>120</u>	(	<u>36.6</u>)Ft(M)
Cap. Tank-Tank:	<u>-</u>	(	<u>-</u> )GPM(M ³ /H) Ⓢ
TDH:	<u>-</u>	(	<u>-</u> )Ft(M)

Cargo Pump: Barnes

Model:	<u>4030 HCU</u>	Size:	<u>4"x3"-7 1/4"</u>
Cap., Max:	<u>400</u>	(	<u>90.8</u>)GPM(M ³ /H) Ⓢ
TDH:	<u>195</u>	(	<u>59.4</u>)Ft(M)
Cap.m. Min:	<u>-</u>	(	<u>-</u> )GPM(M ³ /H) Ⓢ

TDH: - (-)Ft(M)Fire Pump: Barnes (combined w/B & B, abv)

Model:	<u>251CU-1</u>	Size:	<u>3" x 3"</u>
Cap. Max:	<u>300</u>	(	<u>68.1</u>)GPM(M ³ /H) Ⓢ
TDH:	<u>120</u>	(	<u>36.6</u>)Ft(M)

Cargo Fuel Pump: Barnes

Model:	<u>4030 HCU</u>	Size:	<u>4"x3"-7 1/4"</u>
Cap., Max:	<u>500</u>	(	<u>113.6</u>)GPM(M ³ /H) Ⓢ
TDH:	<u>120</u>	(	<u>36.6</u>)Ft(M)
Cap.m. Min:	<u>-</u>	(	<u>-</u> )GPM(M ³ /H) Ⓢ
TDH:	<u>-</u>	(	<u>-</u> )Ft(M)

Fuel Transfer Pump: Viking Size: HL195Fuel Meter: Brooks Model: B82D

Orbitrol

Steering: Electro-Hydraulic Model: Skipper

Air Comp:	<u>Dresser</u>	Model:	<u>500</u>	No.	<u>2</u>
Capacity:	<u>23.6</u>	(	<u>40.1</u>)CFM(M ³ /H) Ⓢ	
	<u>225</u>	(	<u>15.3</u>)PSI(Atm)	

Propeller: 4 - blade Material: Brz

Diam:	<u>90</u>	(	<u>2286.0</u>)In(Mm)
Pitch:	<u>81</u>	(	<u>2057.0</u>)In(Mm)
Shafting:Diam:	<u>8.75</u>	(	<u>222.3</u>)In(Mm)

Other: Two (2) - 12" diam. Vertically actuated tow pins by Western Machine Works 250 amp Lincoln welding machine

***PROPULSION**Main Eng: EMD Model: 16-567-BCCont. HP: 1600 (1622.4)E(M) Ⓢ: 800RPM

Max. HP: 1760 (1784.6)E(M) @:835RPM
 Total Cont. HP: 3200 (3244.8)E(M)
 Total Max. HP: 3520 (3569.3)E(M)
 Reduction Gear: Reintjes Model: WGV 481
 Red., High: 3/443:1 Red., Low: -

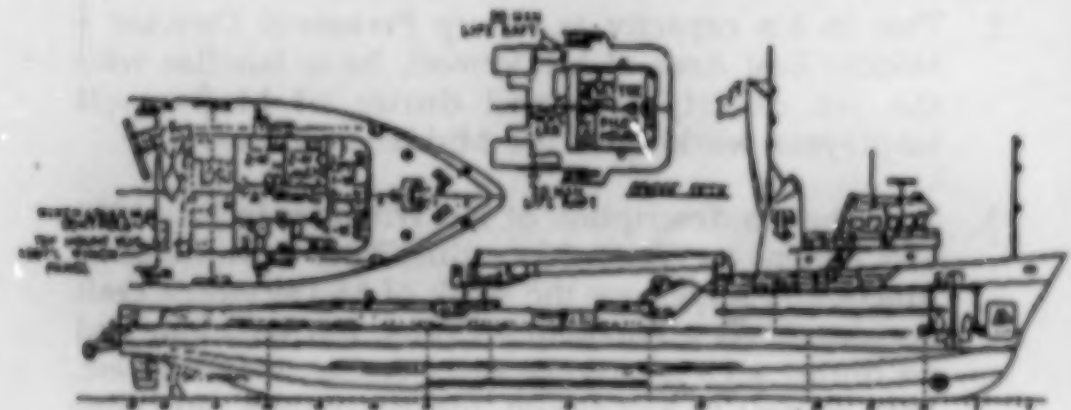
*4 POINT MOORING SYSTEM

Winch: Smatco Model: 66-DAW 200
 SL Pull: 112.6 (114.4)LT(MT)
 Wire Size: 1 1/4 (3.175)In(CM)
 Drum Cap: 2500 (762.3)Ft(M)
 (each drum)
 Winch: Smatco Model: 55-DAW 170
 SL Pull: 67.0 (68.0)LT(MT)
 Wire Size: 1 1/4 (3.175)In(CM)
 Drum Cap: 2500 (762.5)Ft(M)
 (each drum)
 Anchor: Baldt No.: 4
 Weight: 11200 (5084.8)Lb(Kg)
 Anchor: - No: -
 Weight: - (-)Lb(Kg)
 Stern Roller: 54"x8" (tapered ends)

*SPECIAL EQUIPMENT

Capstan: - Model: -
 SL Pull: - (-)LT(MT)
 Tugger: - Model: -
 SL Pull: - (-)LT(MT)

Bow Thruster: M & T Model: BT 300
 Thrust: 4620 (2097.5)Lb(Kg)
 Eng: GM Model: 6-71 HP: 200 (202.8)E(M)
 Bulk Mud: Smatco No. Tanks: 4
 Tank Capacity: 900 (25.5)Ft³(M³)
 Discharge Rate: 20 (33.7)CFM(M³/H)
 Air Comp: Gardner-Denver Model: WAQ
 Engine: GM Model: 4-71
 Liquid Mud: Capacity: - (-)Bbls()
 Discharge Rate: - (-)B/H()
 Crane: Nautilus Model: 25-2-70
 Lift: 22.3 (22.6)LT(MT)
 @ 10(3.05)Ft(M)Radius
 2.5 (6.9)LT(MT) @ 70(21.33)Ft(M)Radius



United Arab Emirates)
 District of the Consular)
 Section of the Consulate)
 General of the United) SS:
 States of America at)
 at Dubai)

AFFIDAVIT

DANIEL P. LEDET, having been duly sworn according to the law, deposes and says:

1. That he is the Group Personnel Director - Middle East Area of McDermott International, Inc. ("McDermott").
2. That in his capacity as Group Personnel Director - Middle East Area of McDermott, he is familiar with the job descriptions and duties of McDermott employees working in the Middle East Area.
3. That the job description of Jon Wilander in July 1983 was Foreman - Crafts (Core title 7640) with the basic function to supervise the work of McDermott's craft personnel. As a Foreman - Crafts, Jon Wilander had no duties such as navigation, steering, mooring, etc. with respect to any vessel. Jon Wilander's only connection to any vessel was as a passenger to the jobsite or using the vessel as a work platform.
4. The majority of Jon Wilander's work while employed with McDermott International, Inc. was a deck sections, jackets, compressor stations etc., which are all part of a 'Fixed Platform'.

/s/ D P Ledet
 DANIEL P. LEDET

Sworn to and subscribed before me this 9th day of September, 1986.

/s/ Michael J. Varga
 Michael J. Varga
 NOTARY PUBLIC
 Vice-Consul of the United
 States
 of America

DEFENDANT'S EXHIBIT 1
STATE OF LOUISIANA
PARISH OF Beauregard

AFFIDAVIT

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the Parish of Beauregard, State of Louisiana, personally came and appeared JON C. WILANDER, who being duly sworn did depose and say:

That he has reviewed that certain affidavit made by Daniel P. LeDet on the 9th day of September, 1986 and states that Mr. LeDet may be familiar with what the book claims the duties of Jon Wilander were, but that Mr. LeDet can not have personal knowledge of the actual job duties performed by Jon Wilander because he could not have signed the affidavit in truth on September 9, 1986 if he actually knew what Mr. Wilander's duties were at the time of the accident.

That Jon C. Wilander aided in the navigation of the M/V GATES TIDES and on many occasions did the actual steering and driving of the vessel.

That Jon Wilander and his crew aided in the mooring and tying of lines on the vessel each and every time the vessel encountered bad weather.

That Jon Wilander ate, slept and actually lived aboard the M/V GATES TIDES during the period of employment with McDermott.

That without the aid of the M/V GATES TIDES, Mr. Wilander would not have been able to perform his duties as Crafts foreman.

That all equipment necessary to do the required work was stationary aboard the M/V GATES TIDES. That Mr. Wilander supervised work aboard the M/V GATES TIDES.

That all sources of power utilized in Mr. Wilander's jobs were from the M/V GATES TIDES. This includes water, air and electricity.

That Jon C. Wilander was issued a seaman's card by McDermott and it was his understanding that McDermott at always considered him to be a seamen [sic].

/s/ Jon C. Wilander
JON C. WILANDER

SWORN TO AND SUBSCRIBED before me this 13th day of November, 1986.

/s/ Teri Workman
NOTARY PUBLIC

**TIDEWATER
LEGAL DEPARTMENT**

February 1, 1988

Mr. Edmund E. Woodley
Woodley, Barnett, Williams, Fenet,
Palmer & Pitre
Post Office Drawer EE
Lake Charles, Louisiana 70602-3731

Re: Jon C. Wilander vs. McDermott International,
Inc.

Dear Mr. Woodley:

In reply to your January 20, 1988 correspondence, and as confirmed in my telephone conversation of January 28, 1988 with you and Robin Anderson, on July 4, 1983 the M/V GATES TIDE was documented under the laws of the United States. The registry of the vessel however was changed to that of the Republic of Vanuatu on March 5, 1984. Enclosed for your information are copies of the vessel's documentation as of December 1982, 1983 and March of 1984 confirming the foregoing.

I trust that this is responsive to your inquiry, but if for any reason you care to further discuss the matter please do not hesitate to contact me.

Sincerely,

TIDEWATER INC.

/s/ James C. Wilbert
James C. Wilbert

JCW/cp
encls.

TIDEWATER INC.
1440 Canal Street
New Orleans, Louisiana 70112
Telephone: (504) 568-1010
Facsimile: (504) 566-4582
Telex: 584216 Tidewater NLN
460050 or 460051 TIDE UI

Lates Tide - 0.71-571978
name of vessel



Officer in Charge
Marine Inspection
F. Edward Hebert I
600 South St., Rm.
New Orleans, La. 70130

Received from Documentation
12/6/83 - Blue Coded

TIDEWATER NAVIGATORS, INC.

P.O. BOX 61117

NEW ORLEANS, LA 70161

ATTN: LUCILLE HUDSON

ATTENTION VESSEL OWNER:

PLACE THE ATTACHED DECAL DIRECTLY OVER THE DECAL PRESENTLY ON YOUR
CERTIFICATE OF DOCUMENTATION AS SHOWN BELOW.

171

10. PORT OF ISSUANCE

11. DATE OF ISSUANCE

12. SIGNATURE & SEAL



DATE
SIGNATURE

DATE
SIGNATURE

*INDICATES CHANGE IN ITEM, NATURE OF WHICH IS REFLECTED ON REVERSE OF DOCUMENT.

PREFERRED MORTGAGE ENDORSEMENTS

MORTGAGE ENDORSEMENT

INSTRUMENT

PM _____, INST. _____

MORTGAGOR

INSTRUMENT

PM _____, INST. _____

MORTGAGOR

MORTGAGE AMENDMENTS

1. INSTRUMENT AMENDED

PM _____, INST. _____

CHANGE

The Republic of Vanuatu
Ministry of Finance
Port Vila, Vanuatu

Provisional Certificate of Registry

Certificate Number
84-8-NYC

OFFICIAL NUMBER	CALL LETTERS	NAME OF VESSEL	SERVICE	HOME PORT
130	YJWD5	GATES TIDE	OIL & MINERAL SERVICE	PORT VILA

THIS IS TO CERTIFY THAT pursuant to the provisions of the Maritime Law of Vanuatu having taken and subscribed the oath required by law and having sworn that

Name

TIDEWATER NAVIGATORS, INC.

Residence

P.O. BOX 61117
NEW ORLEANS,
LOUISIANA 70161

Citizenship

U.S.A.

Proportion

100%

is (are) the sole owner(s) of the herein named and described vessel

GENERAL PARTICULARS

DATE PURCHASED	PLACE OF PURCHASE	FORMER NAME	CLASSED BY	DATE REGISTERED
			ABS	MARCH 5, 1984
BUILT BY		YEAR BUILT	PLACE BUILT	
HALTER MARINE SERVICES, INC.		1976	LOCKPORT, LOUISIANA	
CONVERTED (NAME) BY		YEAR CONVERTED	PLACE CONVERTED	
NUMBER OF MASTS	NUMBER OF DECKS	MATERIAL	TYPE OF STEM	HOW PROPELLED
TWO	ONE	STEEL	RAKED	SQUARE
			TYPE OF STERN	HOW PROPELLED
			SQUARE	MOTOR TWIN SCREW

PARTICULARS OF PROPELLING ENGINES

NUMBER AND TYPE OF ENGINES	HORSEPOWER	DATE MADE	NAME OF MANUFACTURER
TWO END MODEL 16-567-BC	3200	1976	ELECTRO-MOTIVE DIVISION OF GENERAL MOTORS

REGISTER DIMENSIONS

LENGTH	BREADTH	DEPTH	HEIGHT
166.00	38.1	13.5	

PARTICULARS OF TONNAGE*

SINGLE TONNAGE VESSEL	GROSS TONS	NET TONS	DUAL TONNAGE VESSELS	GROSS TONS	NET TONS
Tonnage mark not fixed and not required	285.78	194.00	Tonnage mark fixed and submerged		
Tonnage mark fixed and level with uppermost line of load line grid			Tonnage mark fixed and NOT submerged		

and whereas the Maritime Administrator, on behalf of the Government of the Republic of Vanuatu has approved the application of the aforesaid owner for registration of the vessel and whereas the owner has complied with the requirements for registration, the vessel is therefore duly registered under the Laws and Flag of the Republic of Vanuatu.

THIS PROVISIONAL CERTIFICATE OF REGISTRY AND ALL RIGHTS AND PRIVILEGES ACCORDED THEREUNDER, UNLESS EXTENDED BY THE COMMISSIONER OR A DEPUTY COMMISSIONER OF MARITIME AFFAIRS, SHALL EXPIRE ON THE 4TH DAY OF MARCH 19 85

ISSUED by Authority of the Government of The Republic of Vanuatu under my hand and seal at PORT OF NEW YORK this 5TH day of MARCH 19 84

The Commissioner of Maritime Affairs

*Note:
In the case of a vessel fitted with a Tonnage Mark and having two gross and net tonnage
the former tonnage will be applicable when the Tonnage Mark is NOT submerged

DEPARTMENT OF TRANSPORTATION U.S. COAST GUARD CG-1270 (REV. 5-82)		- CERTIFICATE OF DOCUMENTATION		OMB APPROVED 2115-0110	
1. VESSEL NAME GATES TIDE		14. PROPULSION YES		15. HULL MATERIAL STEEL	
2. OFFICIAL NUMBER 571978		3. TONNAGE GROSS 285 NET 194 L. B. D. 166.0 38.1 13.5		16. TRADE ENDORSEMENTS. DO NOT INSERT ANY TRADES FROM WHICH VESSEL IS RESTRICTED. SEE BLOCK 8. THIS VESSEL IS PRESENTLY DOCUMENTED FOR: REGISTRY COASTWISE	
4. HOME PORT NEW ORLEANS, LA.		5. BUILD: PLACE(S) Lockport, La.		YEAR 1976	
6. OWNER TIDEWATER NAVIGATORS, INC.		7. OWNER'S ADDRESS P. O. Box 61117 New Orleans, La. 70161		DATE 15 December 1982 SIGNATURE <i>T. P. Zachry</i> THIS VESSEL IS PRESENTLY DOCUMENTED FOR: DATE SIGNATURE THIS VESSEL IS PRESENTLY DOCUMENTED FOR:	
8. RESTRICTIONS NONE		9. ENTITLEMENTS NONE		DATE SIGNATURE THIS VESSEL IS PRESENTLY DOCUMENTED FOR:	
10. PORT OF ISSUANCE NEW ORLEANS, LA.		11. DATE OF ISSUANCE 15 December 1982		DATE SIGNATURE THIS VESSEL IS PRESENTLY DOCUMENTED FOR:	
12. SIGNATURE & SEAL <i>T. P. Zachry</i> T. P. ZACHRY		13. SIGNATURE & SEAL <i>T. P. Zachry</i> T. P. ZACHRY		DATE SIGNATURE THIS VESSEL IS PRESENTLY DOCUMENTED FOR:	
*INDICATES CHANGE IN ITEM. NATURE OF WHICH IS REFLECTED ON REVERSE OF DOCUMENT.					
PREFERRED MORTGAGE ENDORSEMENTS					
MORTGAGE ENDORSEMENT		MORTGAGE AMENDMENTS			
INSTRUMENT PM _____, INST. _____ MORTGAGOR		INSTRUMENT PM _____, INST. _____ MORTGAGOR		1. INSTRUMENT AMENDED PM _____, INST. _____ CHANGE	
MORTGAGEE		MORTGAGEE		DATE AND TIME OF ENDORSEMENT	
AMOUNT		AMOUNT		SIGNATURE AND SEAL	
MATURITY DATE		MATURITY DATE		PORT	
DATE AND TIME OF ENDORSEMENT		DATE AND TIME OF ENDORSEMENT		2. INSTRUMENT AMENDED PM _____, INST. _____ CHANGE	
SEPARATE DISCHARGE (IF ANY)		SEPARATE DISCHARGE (IF ANY)		DATE AND TIME OF ENDORSEMENT	
SIGNATURE AND SEAL		SIGNATURE AND SEAL		SIGNATURE AND SEAL	
PORT		PORT		PORT	
Satisfaction SATISFIED BY PM _____ INST. _____, FILED AT _____ DATE OF ENTRY _____		Satisfaction SATISFIED BY PM _____ INST. _____, FILED AT _____ DATE OF ENTRY _____		DATE AND TIME OF ENDORSEMENT	
DATE OF ENTRY		DATE OF ENTRY		SIGNATURE AND SEAL	

DEFENDANT'S EXHIBIT 11

JON WILANDER
HOURLY U.S. EXPATS
TOTAL NUMBER ON CONTRACT IN M.E.A.

<u>Date</u>	<u>Number</u>
June 1982	185
June 1983	188
June 1984	125
June 1985	91
June 1986	68
June 1987	9
December 1987	11

PAINT FOREMAN IN M.E.A.

<u>Date</u>	<u>Name</u>	<u>Original Hire Date</u>	<u>C.C. Last Contract</u>
June 1982	Jon Wilander	4-01-82	10-31-83
	W. Bertrand	5-03-82	4-19-85
June 1983	Jon Wilander		
	W. Bertrand		
June 1984	C. Skiba	(Hired in Dubai)	
		5-18-82	9-13-84
June 1985	W. Whitchard	2-25-60	3-18-86
June 1986	R. D. Struck	5-08-71	10-01-86
June 1987	None		
December 1987	None		

(AEP105) PAY STATEMENT NAME WILANDER, JON C PERIOD ENDING 07/15/83
EMPL. 04612 DOLLAR

DAYS WORKED 5

TYPE	HRS/DAYS	PAY
REGULAR PAY	68.00	737.80
OVERTIME PAY	28.00	151.90
EXPAT. PREMIUM		134.15
** GROSS PAY		1023.85
LESS DEDUCTIONS		GROSS
R.A.F. DEDUCTION		175.00
ACCIDENT INSURANCE		22.40
GROUP INSURANCE		12.20
*** NET PAY		814.25
		NET

175

PAYEE	CHECKS	CHK.NO.	CO	AMOUNT
JON C WILANDER		395316	2510	400.00
WILANDER, JON C		395317	2510	414.25
**** TOTAL CHECK AMOUNT				814.25
				CHECKS

VAC.DYS.	C.C.BONUS	RAF.BALANCE	THIS PERIOD
.41	184.45	175.00	THIS CONTRACT
4.82	1917.74	175.00 *	
		* STILL TO BE DEDUCTED	

(AEP105) PAY STATEMENT NAME WILANDER, JON C PERIOD ENDING 06/30/83
EMPL. 04612 DOLLAR

DAYS WORKED 14

TYPE	HRS/DAYS	PAY
REGULAR PAY	72.00	781.20
OVERTIME PAY	24.00	130.20
EXPAT. PREMIUM		375.65
TIME OFF PAY	64.00	694.40
** GROSS PAY		1981.45
LESS DEDUCTIONS		GROSS
R.A.F. DEDUCTION		175.00
*** NET PAY		1806.45
		NET

176

PAYEE	CHECKS	CHK.NO.	CO	AMOUNT
JON C WILANDER		392604	2510	195.04
JON C WILANDER		392986	2560	204.96
WILANDER, JON C		392987	2560	1406.45
**** TOTAL CHECK AMOUNT				1806.45
				CHECKS

VAC.DYS.	C.C.BONUS	RAF.BALANCE	THIS PERIOD
1.16	368.90	175.00	THIS CONTRACT
4.41	1733.29	350.00 *	
		* STILL TO BE DEDUCTED	

(AEP105) PAY STATEMENT NAME WILANDER, JON C PERIOD ENDING 06/15/83
EMPL. 04612 DOLLAR

DAYS WORKED 15

TYPE	HRS/DAYS	PAY
REGULAR PAY	164.00	1779.40
OVERTIME PAY	68.00	368.90
EXPAT. PREMIUM		402.50
TIME OFF PAY	24.00	260.40

** GROSS PAY 2811.20 GROSS

LESS DEDUCTIONS

GROUP INSURANCE 12.20

ACCIDENT INSURANCE 22.40

R.A.F. DEDUCTION 175.00

*** NET PAY 2601.60 NET

CHECKS

PAYEE	CHK.NO.	CO	AMOUNT
JON C WILANDER	391083	2560	400.00
WILANDER, JON C	391084	2560	2201.60

**** TOTAL CHECK AMOUNT 2601.60 CHECKS

VAC.DYS.

1.25

3.25

C.C.BONUS

509.95

1364.39

RAF.BALANCE

175.00

700.00 *

THIS PERIOD
THIS CONTRACT

* STILL TO BE DEDUCTED

177

(AEP105) PAY STATEMENT NAME WILANDER, JON C PERIOD ENDING 05/31/83
EMPL. 04612 DOLLAR

DAYS WORKED 16

TYPE	HRS/DAYS	PAY
REGULAR PAY	208.00	2256.80
OVERTIME PAY	80.00	434.00
EXPAT. PREMIUM		402.50

** GROSS PAY 3093.30 GROSS

LESS DEDUCTIONS

R.A.F. DEDUCTION 175.00

*** NET PAY 2918.30 NET

CHECKS

PAYEE	CHK.NO.	CO	AMOUNT
WILANDER, JON C	387358	2560	2918.30

**** TOTAL CHECK AMOUNT 2918.30 CHECKS

ACCRUALS

VAC.DYS.

1.25

2.00

C.C.BONUS

564.20

854.44

RAF.BALANCE

175.00

875.00 *

THIS PERIOD
THIS CONTRACT

* STILL TO BE DEDUCTED

178

PERIOD ENDING 05/15/83
DOLLAR

(AEP105) PAY STATEMENT
EMPL. 04612 NAME WILANDER, JON C

DAYS WORKED 9

TYPE	HRS/DAYS	PAY
REGULAR PAY	91.00	987.35
OVERTIME PAY	35.00	189.87
EXPAT. PREMIUM		241.50
JOB TRAVEL PAY	16.00	173.60
C.C. TRAVEL/PROCESS TIME	8.00	86.80

1679.12 GROSS

** GROSS PAY
LESS DEDUCTIONS
ACCIDENT INSURANCE 22.40
GROUP INSURANCE 12.20

1644.52 NET

*** NET PAY
CHECKS
PAYEE CHK.NO.
WILANDER, JON C 386381
CO AMOUNT
2560 1644.52
1644.52 CHECKS

VAC.DYS.
.75 THIS PERIOD
.75 THIS CONTRACT

179

PERIOD ENDING 04/15/83
DOLLAR

(AEP105) PAY STATEMENT
EMPL. 04612 NAME WILANDER, JON C

DAYS WORKED 3

TYPE	HRS/DAYS	PAY
REGULAR PAY	24.00	260.40
EXPAT. PREMIUM		80.50

340.90 GROSS

** GROSS PAY
LESS DEDUCTIONS
ACCIDENT INSURANCE 22.40
GROUP INSURANCE 12.20
CONT COMP PAID 306.30

.00 NET

.00 CHECKS

*** NET PAY
CHECKS
PAYEE CHK.NO.
CO AMOUNT
**** TOTAL CHECK AMOUNT
ACCRUALS

VAC.DYS.
.25 THIS PERIOD
.00 THIS CONTRACT

180

JON C. WILANDER - 04612

Contract Completion thru April 3rd, 1983

216	hours	Regular Pay March 16-31 & April 1-3, 1983	\$ 2,343.60
64	hours	Overtime Pay	347.20
		Expat Premium	483.00
399.92	hours	T.O.N.T.	4,339.13
16.00	hours	Contract Completion Travel	173.60
		Group Insurance for April & May 1983	(24.40)
		Accident Insurance for April & May 1983	(44.80)
			<u>\$ 7,617.33</u>

181

Contract Completion Bonus

29.70	days	Vacation Pay	\$14,112.91
		Relocation Refund	2,577.96
		Time Off Airfare Credit	900.00
			<u>1,124.65</u>
			<u>\$26,332.85</u>

Paid on check Nos. 239000 = \$ 2,000.00
239001 = \$12,166.43
239002 = \$12,166.42

JON C. WILANDER - NO. 04612
RETROACTIVE ADJUSTMENT FROM
04/01/82 THRU 07/04/83 AND
MEDICAL CONTRACT COMPLETION THRU JULY 4TH 1983

DIFFERENCE ON OLD CONTRACT (1982-1983)

4803.00	Hrs.	Regular April 1, 1983 to April 3, 1983	\$2,401.50
1899.00	Hrs.	O/T " " " "	474.75
		Expat. Premium	475.25
8.00	Hrs.	Process time	4.00
16.00	Hrs.	C/Completion travel	8.00
399.92	Hrs.	TONT pay	199.96
29.70	Days	Vacation pay	118.80
		C/Completion bonus	<u>650.37</u>

182

\$4,332.63

DIFFERENCE ON NEW CONTRACT MAY TO JULY 1983

707.00	Hrs.	Regular May 7 thru July 4, 1983	\$353.50
235.00	Hrs.	O/T " " " "	58.75
		Expat. Premium	77.33
8.00	Hrs.	Process time	<u>4.00</u>

\$ 493.58
658.30
2,170.69
437.66
700.00
\$8,792.86

Paid on check No. 239748

(AEP105) PAY STATEMENT PERIOD ENDING 03/31/83

EMPL. 04612 NAME WILANDER, JON C DOLLAR

DAYS WORKED 16

TYPE	HRS/DAYS	PAY
REGULAR PAY	192.00	2083.20
OVERTIME PAY	64.00	347.20
EXPAT. PREMIUM		402.50

** GROSS PAY 2832.90 GROSS

LESS DEDUCTIONS
CONT COMP PAID 2832.90

*** NET PAY .00 NET

PAYEE	CHK.NO.	CO	AMOUNT
**** TOTAL CHECK AMOUNT			.00 CHECKS

ACCRUALS

VAC.DYS.	C.C.BONUS	THIS PERIOD
1.25	520.80	THIS CONTRACT
29.45	12963.03	

183

(AEP105) PAY STATEMENT PERIOD ENDING 03/15/83
EMPL. 04612 NAME WILANDER, JON C DOLLAR

DAYS WORKED 15

TYPE	HRS/DAYS	PAY
REGULAR PAY	180.00	1953.00
OVERTIME PAY	60.00	325.50
EXPAT. PREMIUM		402.50

** GROSS PAY 2681.00 GROSS

LESS DEDUCTIONS
ACCIDENT INSURANCE 22.40
GROUP INSURANCE 12.20

*** NET PAY 2646.40 NET

PAYEE	CHK.NO.	CO	AMOUNT
JON WILANDER	377195	2560	400.00
WILANDER JON C	377196	2560	2246.40
**** TOTAL CHECK AMOUNT			2646.40 CHECKS

ACCRUALS

VAC.DYS.	C.C.BONUS
1.25	488.25
28.20	12442.23

THIS PERIOD
THIS CONTRACT

184

(AEP105)	PAY STATEMENT		PERIOD ENDING 02/28/83	
EMPL. 04612	NAME WILANDER, JON C		DOLLAR	
DAYS WORKED 13				
TYPE	HRS/DAYS	PAY		
REGULAR PAY	156.00	1692.60		
OVERTIME PAY	52.00	282.10		
EXPAT. PREMIUM		402.50		
** GROSS PAY		2377.20		GROSS
LESS DEDUCTIONS				
*** NET PAY		2377.20		NET
CHECKS				
PAYEE	CHK.NO.	CO	AMOUNT	
JON WILANDER	375101	2560	400.00	
WILANDER JON C	375102	2560	1977.20	
**** TOTAL CHECK AMOUNT			2377.20	
ACCRUALS				
VAC.DYS.	C.C.BONUS			
1.25	423.15	THIS PERIOD		
26.95	11953.98	THIS CONTRACT		
185				

(AEP105)	PAY STATEMENT		PERIOD ENDING 02/15/83	
EMPL. 04612	NAME WILANDER, JON C		DOLLAR	
DAYS WORKED 15				
TYPE	HRS/DAYS	PAY		
REGULAR PAY	199.00	2159.15		
OVERTIME PAY	79.00	428.57		
EXPAT. PREMIUM		402.50		
** GROSS PAY		2990.22		GROSS
LESS DEDUCTIONS				
ACCIDENT INSURANCE		22.40		
GROUP INSURANCE		12.20		
*** NET PAY		2955.62		NET
CHECKS				
PAYEE	CHK.NO.	CO	AMOUNT	
JON WILANDER	373415	2560	400.00	
WILANDER JON C	373416	2560	2555.62	
**** TOTAL CHECK AMOUNT			2955.62	
ACCRUALS				
VAC.DYS.	C.C.BONUS			
1.25	539.79	THIS PERIOD		
25.70	11530.83	THIS CONTRACT		
186				

PERIOD ENDING 01/31/83

(AEP105) PAY STATEMENT NAME WILANDER, JON C DOLLAR

EMPL. 04612

DAYS WORKED 20

TYPE

HRS/DAYS

PAY

REGULAR PAY

247.00

2679.95

OVERTIME PAY

87.00

471.97

EXPAT. PREMIUM

503.13

** GROSS PAY

3655.05 GROSS

LESS DEDUCTIONS

3655.05 NET

*** NET PAY

187

CHECKS

PAYEE

CHK.NO.

CO

AMOUNT

JON WILANDER

370550

2560

400.00

WILANDER JON C

370551

2560

3255.05

**** TOTAL CHECK AMOUNT

3655.05

CHECKS

ACCRUALS

VAC.DYS.

C.C.BONUS

1.56

669.99

24.45

10991.04

THIS PERIOD
THIS CONTRACT

PERIOD ENDING 01/15/83

DOLLAR

(AEP105) PAY STATEMENT

EMPL. 04612

NAME WILANDER, JON C

DAYS WORKED 11

TYPE

HRS/DAYS

PAY

REGULAR PAY

159.00

1725.15

OVERTIME PAY

71.00

385.17

EXPAT. PREMIUM

295.15

** GROSS PAY

2405.47 GROSS

LESS DEDUCTIONS

GROUP INSURANCE

12.20

ACCIDENT INSURANCE

22.40

*** NET PAY

2370.87 NET

188

CHECKS

PAYEE

CHK.NO.

CO

AMOUNT

JON WILANDER

369795

2560

400.00

WILANDER JON C

369796

2560

1970.87

**** TOTAL CHECK AMOUNT

2370.87 CHECKS

ACCRUALS

VAC.DYS.

C.C.BONUS

.91

431.29

22.89

10321.05

THIS PERIOD
THIS CONTRACT

(AEP105) PAY STATEMENT PERIOD ENDING 12/31/82

EMPL. 04612 NAME WILANDER, JON C

DOLLAR

DAYS WORKED 16

TYPE

HRS/DAYS

PAY

REGULAR PAY

205.00

2224.25

OVERTIME PAY

77.00

417.72

EXPAT. PREMIUM

402.50

** GROSS PAY

3044.47 GROSS

LESS DEDUCTIONS

*** NET PAY

3044.47 NET

189

CHECKS

PAYEE

CHK.NO.

CO

AMOUNT

JON WILANDER

366584

2560

400.00

WILANDER JON C

366585

2560

2644.47

**** TOTAL CHECK AMOUNT

3044.47 CHECKS

ACCRUALS

VAC.DYS.

C.C.BONUS

1.25

556.06

21.98

9889.76

THIS PERIOD
THIS CONTRACT

(AEP105)

PAY STATEMENT

PERIOD ENDING 12/15/82

EMPL. 04612

NAME WILANDER, JON C

DOLLAR

DAYS WORKED 15

TYPE

HRS/DYS

PAY

REGULAR PAY

44.00

477.40

OVERTIME PAY

12.00

65.10

EXPAT.PREMIUM

88.00

402.50

TIME OFF PAY

954.80

**GROSS PAY

1899.80 GROSS

LESS DEDUCTIONS

GROUP INSURANCE

12.20

ACCIDENT INSURANCE

22.40

***NET PAY

1865.20 NET

190

CHECKS

PAYEE

CHK.NO.

CO

AMOUNT

JON WILANDER

365765

2560

400.00

WILANDER JON C

365766

2560

1465.20

****TOTAL CHECK AMOUNT

1865.20 CHECKS

ACCRUALS

VAC.DYS.

C.C.BONUS

1.25

358.05

20.73

9333.70

THIS PERIOD
THIS CONTRACT

(AEP105) PAY STATEMENT PERIOD ENDING 11/30/82

EMPL. 04612 NAME WILANDER, JON C DOLLAR

DAYS WORKED 15
TYPE

HRS/DYS PAY

REGULAR PAY 2083.20
OVERTIME PAY 390.60
EXPAT.PREMIUM 402.50

**GROSS PAY 2876.30 GROSS

LESS DEDUCTIONS

***NET PAY 2876.30 NET

CHECKS

PAYEE CHK.NO. CO AMOUNT

JON WILANDER 362460 2560 400.00
WILANDER JON C 362461 2560 2476.30

***TOTAL CHECK AMOUNT 2876.30 CHECKS

ACCRUALS

VAC.DYS. C.C.BONUS

1.25 520.80
19.48 8975.65

THIS PERIOD
THIS CONTRACT

191

(AEP105) PAY STATEMENT PERIOD ENDING 11/15/82

EMPL. 04612 NAME WILANDER, JON C DOLLAR

DAYS WORKED 15
TYPE

HRS/DYS PAY

REGULAR PAY 1790.25
OVERTIME PAY 244.12
EXPAT.PREMIUM 402.50

**GROSS PAY 2436.87 GROSS

LESS DEDUCTIONS

ACCIDENT INSURANCE 22.40
GROUP INSURANCE 12.20

TIME OF PER DCEM CR 200.00-

***NET PAY 2602.27 NET

CHECKS

PAYEE CHK.NO. CO AMOUNT

JON WILANDER 361593 2560 400.00
WILANDER JON C 361594 2560 2202.27

***TOTAL CHECK AMOUNT 2602.27 CHECKS

ACCRUALS

VAC.DYS. C.C.BONUS

1.25 447.56
18.23 8454.85

THIS PERIOD
THIS CONTRACT

192

PERIOD ENDING 10/31/82

(AEP105) PAY STATEMENT

EMPL. 04612 NAME WILANDER, JON C DOLLAR

DAYS WORKED 16
TYPE

HRS/DYS PAY

REGULAR PAY 2300.20
OVERTIME PAY 455.70
EXPAT.PREMIUM 402.50

**GROSS PAY 3158.40 GROSS

LESS DEDUCTIONS

***NET PAY 3158.40 NET

CHECKS PAYEE CHK.NO. CO AMOUNT

JON WILANDER 358332 2560 400.00
WILANDER JON C 358333 2560 2758.40

****TOTAL CHECK AMOUNT 3158.40 CHECKS

VAC.DYS. C.C.BONUS

1.25 575.05
16.98 8007.29

THIS PERIOD
THIS CONTRACT

193

PERIOD ENDING 10/15/82

(AEP105) PAY STATEMENT

EMPL. 04612 NAME WILANDER, JON C DOLLAR

DAYS WORKED 15
TYPE

HRS/DYS PAY

REGULAR PAY 1909.50
OVERTIME PAY 390.60
EXPAT.PREMIUM 402.50
JOB TRAVEL PAY 86.80
MISA/WAIT FOR TRANS TIME 260.40

3049.90 GROSS

**GROSS PAY

LESS DEDUCTIONS

ACCIDENT INSURANCE

GROUP INSURANCE

***NET PAY

22.40
12.20

3015.30 NET

CHECKS PAYEE CHK.NO. CO AMOUNT

JON WILANDER 356506 2530 388.62
JON WILANDER 356695 2560 11.38
WILANDER JON C 356696 2560 2615.30

****TOTAL CHECK AMOUNT 3015.30 CHECKS

ACCRUALS

VAC.DYS. C.C.BONUS

1.25 564.20
15.73 7432.24

THIS PERIOD
THIS CONTRACT

194

(AEP105) PAY STATEMENT PERIOD ENDING 09/30/82

EMPL. 04612 NAME WILANDER, JON C DOLLAR

DAYS WORKED 15
TYPE

HRS/DYS PAY

REGULAR PAY 271.00 2940.35
OVERTIME PAY 151.00 819.17
EXPAT.PREMIUM 402.50

**GROSS PAY 4162.02 GROSS

LESS DEDUCTIONS

**NET PAY 4162.02 NET

195

CHECKS

PAYEE CHK.NO. CO AMOUNT

JON WILANDER 352857 2530 400.00
WILANDER JON C 352858 2530 3762.02

***TOTAL CHECK AMOUNT 4162.02 CHECKS

ACCRUALS

VAC.DYS. C.C.BONUS

1.25 735.09

14.48 6868.04

THIS PERIOD
THIS CONTRACT

(AEP105) PAY STATEMENT PERIOD ENDING 09/15/82

EMPL. 04612 NAME WILANDER, JON C DOLLAR

DAYS WORKED 19
TYPE

HRS/DYS PAY

REGULAR PAY 325.00 3526.25
OVERTIME PAY 173.00 938.52
EXPAT.PREMIUM 509.85

**GROSS PAY 4974.62 GROSS

LESS DEDUCTIONS

GROUP INSURANCE 12.20

ACCIDENT INSURANCE 22.40

***NET PAY 4940.02 NET

196

CHECKS

PAYEE CHK.NO. CO AMOUNT

JON WILANDER 351998 2530 400.00
WILANDER JON C 351999 2530 4540.02

***TOTAL CHECK AMOUNT 4940.02 CHECKS

ACCRUALS

VAC.DYS. C.C.BONUS

1.59 881.56

13.23 6132.95

THIS PERIOD
THIS CONTRACT

(AEP105) PAY STATEMENT PERIOD ENDING 08/31/82
 EMPL. 04612 NAME WILANDER, JON C DOLLAR
 DAYS WORKED 5
 TYPE
 REGULAR PAY HRS/DYS PAY
 OVERTIME PAY 44.00 477.40
 EXPAT.PREMIUM 20.00 108.50
 125.78
 TIME OFF PAY 16.00 173.60
 **GROSS PAY 885.28 GROSS
 LESS DEDUCTIONS
 ***NET PAY 885.28 NET
 CHECKS
 PAYEE CHK.NO. CO AMOUNT
 JON WILANDER 348529 2530 400.00
 WILANDER JON C 348530 2530 278.30
 WILANDER JON C 348691 2560 206.98
 ***TOTAL CHECK AMOUNT 885.28 CHECKS
 ACCRUALS
 VAC.DYS. C.C.BONUS
 .39 162.75 THIS PERIOD
 11.64 5251.39 THIS CONTRACT

197

(AEP105) PAY STATEMENT PERIOD ENDING 08/15/82
 EMPL. 04612 NAME WILANDER, JON C DOLLAR
 DAYS WORKED 15
 TYPE
 EXPAT.PREMIUM HRS/DYS PAY
 TIME OFF PAY 120.00 1302.00
 **GROSS PAY 1704.50 GROSS
 LESS DEDUCTIONS
 GROUP INSURANCE 12.20
 ACCIDENT INSURANCE 22.40
 ***NET PAY 1669.90 NET
 CHECKS
 PAYEE CHK.NO. CO AMOUNT
 JON WILANDER 347086 2560 400.00
 WILANDER JON C 347087 2560 1269.90
 ***TOTAL CHECK AMOUNT 1669.90 CHECKS
 ACCRUALS
 VAC.DYS. C.C.BONUS
 1.25 325.50 THIS PERIOD
 11.25 5088.64 THIS CONTRACT

198

(AEP105) PAY STATEMENT PERIOD ENDING 07/31/82

EMPL. 04612 NAME WILANDER, JON C DOLLAR

DAYS WORKED 16
TYPE

HRS/DYS PAY

REGULAR PAY 17.00 184.45

OVERTIME PAY 9.00 48.82

EXPAT.PREMIUM 402.50

TIME OFF PAY 104.00 1128.40

JOB TRAVEL PAY 8.00 86.80

MISA/WAIT FOR TRANS TIME 8.00 86.80

1937.77 GROSS

199

**GROSS PAY

LESS DEDUCTIONS

***NET PAY

1937.77 NET

CHECKS

PAYEE CHK.NO.

CO AMOUNT

JON WILANDER 342849

2560

400.00

WILANDER JON C 342850

2560

1537.77

1937.77 CHECKS

***TOTAL CHECK AMOUNT
ACCRUALS

VAC.DYS. C.C.BONUS

1.25 371.61

10.00 4763.14

THIS PERIOD
THIS CONTRACT

(AEP105) PAY STATEMENT PERIOD ENDING 07/15/82

EMPL. 04612 NAME WILANDER, JON C DOLLAR

DAYS WORKED 15
TYPE

HRS/DYS PAY

REGULAR PAY 249.00 2701.65

OVERTIME PAY 129.00 699.82

EXPAT.PREMIUM 402.50

**GROSS PAY 3803.97 GROSS

LESS DEDUCTIONS

ACCIDENT INSURANCE

22.40

GROUP INSURANCE

12.20

***NET PAY

3769.37 NET

200

CHECKS

PAYEE CHK.NO.

CO AMOUNT

JON WILANDER 341433

2560

400.00

WILANDER JON C 341434

2560

3369.37

3769.37 CHECKS

***TOTAL CHECK AMOUNT
ACCRUALS

VAC.DYS. C.C.BONUSL

1.25 675.41

8.75 4391.53

THIS PERIOD
THIS CONTRACT

PERIOD ENDING 06/30/82

PAY STATEMENT

(AEP105)

EMPL. 04612

NAME WILANDER, JON C

DOLLAR

DAYS WORKED 15
TYPE

HRS/DYS

PAY

REGULAR PAY
OVERTIME PAY
EXPAT.PREMIUM

249.00 2701.65
129.00 699.82
402.50

**GROSS PAY

3803.97 GROSS

LESS DEDUCTIONS

R.A.F. DEDUCTION

150.00

***NET PAY

3653.97 NET

201

CHECKS

PAYEE

CHK.NO.

CO AMOUNT

JON WILANDER
WILANDER JON C

337241
337242

2560 400.00
2560 3253.97

****TOTAL CHECK AMOUNT
ACCRUALS

3653.97 CHECKS

VAC.DYS.

C.C.BONUS

RAF.BALANCE

1.25 675.41
7.50 3716.12

THIS PERIOD
THIS CONTRACT

(AEP105)

EMPL. 04612

NAME WILANDER, JON C

PERIOD ENDING 06/15/82

DOLLAR

DAYS WORKED 15
TYPE

HRS/DYS

PAY

REGULAR PAY
OVERTIME PAY
EXPAT.PREMIUM

228.00 2473.80
108.00 585.90
402.50

**GROSS PAY

3462.20 GROSS

LESS DEDUCTIONS

ACCIDENT INSURANCE

22.40

R.A.F. DEDUCTION

150.00

GROUP INSURANCE

12.20

***NET PAY

3277.60 NET

202

CHECKS

PAYEE

CHK.NO.

CO AMOUNT

JON WILANDER
WILANDER JON C

336186
336187

2560 400.00
2560 2877.60

****TOTAL CHECK AMOUNT
ACCRUALS

3277.60 CHECKS

VAC.DYS.

C.C.BONUS

RAF.BALANCE

1.25 618.45
6.25 3040.71

THIS PERIOD
THIS CONTRACT

*STILL TO BE DEDUCTED

(AEP105) PAY STATEMENT PERIOD ENDING 05/31/82
EMPL. 04612 NAME WILANDER, JON C DOLLAR

DAYS WORKED 16
TYPE
REGULAR PAY 2582.30 PAY
OVERTIME PAY 596.75
EXPAT.PREMIUM 402.50
**GROSS PAY 3581.55 GROSS
LESS DEDUCTIONS
RED WING COVERALL 21.80
R.A.F. DEDUCTION 150.00
***NET PAY 3409.75 NET

CHECKS
PAYEE CHK.NO. CO AMOUNT
JON WILANDER 331732 2560 400.00
WILANDER JON C 331733 2560 3009.75
****TOTAL CHECK AMOUNT 3409.75 CHECKS
ACCRUALS
VAC.DYS. C.C.BONUS RAF.BALANCE
1.25 645.58 150.00 THIS PERIOD
5.00 2422.26 300.00* THIS CONTRACT
*STILL TO BE DEDUCTED

203

(AEP105) PAY STATEMENT PERIOD ENDING 05/15/82
EMPL. 04612 NAME WILANDER, JON C DOLLAR

DAYS WORKED 15
TYPE
REGULAR PAY 2441.25 PAY
OVERTIME PAY 569.62
EXPAT.PREMIUM 402.50
**GROSS PAY 3413.37 GROSS
LESS DEDUCTIONS
TVL EXPENSES 51.00-
ACCIDENT INSURANCE 22.40
GROUP INSURANCE 12.20
R.A.F. DEDUCTION 150.00
***NET PAY 3279.77 NET

CHECKS
PAYEE CHK.NO. CO AMOUNT
JON WILANDER 330670 2560 400.00
WILANDER JON C 330671 2560 2879.77
****TOTAL CHECK AMOUNT 3279.77 CHECKS
ACCRUALS
VAC.DYS. C.C.BONUS RAF.BALANCE
1.25 610.31 150.00 THIS PERIOD
3.75 1776.68 450.00* THIS CONTRACT
*STILL TO BE DEDUCTED

204

PERIOD ENDING 04/30/82
DOLLAR

(AEP105)
EMPL. 04612
PAY STATEMENT NAME WILANDER, JON C

DAYS WORKED 15
TYPE

REGULAR PAY
OVERTIME PAY
EXPAT.PREMIUM

**GROSS PAY
LESS DEDUCTIONS
R.A.F. DEDUCTION
***NET PAY

HRS/DYS
225.00
105.00
PAY
2441.25
569.62
402.50

3413.37 GROSS

3263.37 NET

CHECKS

PAYEE
JON WILANDER
WILANDER JON C
CHK.NO.
326524
326525

CO
2560
2560
AMOUNT
400.00
2863.37

***TOTAL CHECK AMOUNT
ACCRUALS

VAC.DYS.
1.25
2.50
C.C.BONUS
610.31
1166.37

RAF.BALANCE

150.00
600.00*
THIS PERIOD
THIS CONTRACT
*STILL TO BE DEDUCTED

3263.37 CHECKS

205

206

DEFENDANT'S EXHIBIT 12 POST EMPLOYMENT DATA SHEET



SOCIAL SECURITY NO.: 439-52-7266 EMPLOYEE
NUMBER

LAST NAME; WILANDER, FIRST: JON, MIDDLE:
CHARLES

ADDRESS: 1413 W. Autumnwood Lane, CITY: Lake
Charles

STATE: LA., ZIP: 70605

HOME TELEPHONE NUMBER: (318) 478-2369 ORIGI-

NAL HIRE DATE: LATEST HIRE DATE:

BIRTHDATE: 10/23/38 AGE: 43 HEIGHT: 6FT 1IN

WEIGHT: 220 LBS

RACE: [X] CAUCASIAN [] BLACK [] HISPANIC []

AMER.IND. [] ORIENTAL

MARITAL STATUS: [X] MARRIED [] UNMARRIED

DATE MARRIED: 7/4/75

SEX: [] FEMALE [X] MALE ARE YOU A VIETNAM

VETERAN?: [] YES [X] NO

IF YOU HAVE A HANDICAP AND WOULD LIKE TO BE
CONSIDERED UNDER SUCH AN AFFIRMATIVE
ACTION PROGRAM, INDICATE SUCH. SUBMISSION
OF THIS INFORMATION OR REFUSAL WILL NOT
AFFECT YOUR EMPLOYMENT. THIS IS CONFIDEN-
TIAL INFORMATION.

[X] NOT HANDICAPPED

[] HANDICAPPED

MILITARY SERVICE BRANCH: U.S. NAVY DATE
 ENTERED: 10-16-56
 DATE DISCHARGED 1-15-60 DISCHARGE RANK/
 RATE: E-3 SERVICE SCHOOL ATTENDED:
 SPOUSE NAME: GEORGIA E. WILANDER DATE OF
 BIRTH: 11/16/39
 CHILD: C. GRANT GOODEAUX DATE OF BIRTH:
 10/16/72
 EMERGENCY CONTACT - NAME: GEORGIA E.
 WILANDER RELATIONSHIP: WIFE
 ADDRESS: 102 LAKE LANE, CITY: LAKE CHARLES,
 STATE: LA. ZIP: 70605 PHONE (318) 478-2369
 RELIGION: PROTESTANT CHURCH NAME PASTOR'S
 NAME

3-25-82 /s/ Jon C. Wilander
 DATE SIGNATURE

* SERVED ACTIVE DUTY ANYTIME DURING THE
 PERIOD AUGUST, 1964 THROUGH MAY, 1975

DATE: 1-1-82
 ACTION TAKEN: EMPLOYED MCDERMOTT INT'L
 CLASSIFICATION: FOREMAN CRAFTS (PAINT)
 RATE: 11.35
 DIVISION: M.D.I.
 DEPT/FORMAN [sic]: MEA
 DATE: 4-3-83
 ACTION TAKEN: Completed Contract
 CLASSIFICATION:
 RATE:
 DIVISION:
 DEPT/FORMAN [sic]:
 DATE: 5-7-83
 ACTION TAKEN: Signed new Contract
 CLASSIFICATION: F/M. CRAFTS
 RATE: 11.35
 DIVISION:

DEPT/FORMAN [sic]:
 DATE: 7-5-83
 ACTION TAKEN: On Wage Cont.
 CLASSIFICATION:
 RATE:
 DIVISION:
 DEPT/FORMAN [sic]:
 DATE: 0-31-83
 ACTION TAKEN: Medical Completion
 CLASSIFICATION:
 RATE:
 DIVISION:
 DEPT/FORMAN [sic]:

DEFENDANT'S EXHIBIT 12A

Feb. 9, 1984

Bonnie,

The check I'm sending you is not the latest one
 you've sent but as soon as I get it, I'll return it to you.

I'm gathering brochures and information for Mrs.
 Dunnaway and I'll get it to her quickly.

Also enclosed is a copy of Jon's release from the Dr.
 in Athens dated 11-1-83.

Let us hear from you, if there's a chance of Jon going
 back to work.

Georgia Wilander
 Rt. 8 Box 796
 Lake Charles, La.
 70605
 318-478-2369

DEFENDANT'S EXHIBIT 12(B)

JON WILANDER

DAYS ON SHORE AT DUBAI GUEST HOUSE

<u>From</u>	<u>To</u>	<u>Number of Days</u>
07-02-82	04-04-82	3
07-17-82	07-18-82	2
08-20-82	08-24-82	5
10-02-82	10-05-82	4
10-13-82	10-16-82	4
11-01-82	11-07-82	8
11-10-82	11-12-82	3
12-02-82	12-02-82	1
12-13-82	12-14-82	2
01-14-83	01-15-83	2
03-31-83	04-04-83	5
05-07-83	05-09-83	3
06-09-83	06-12-83	4
06-23-83	06-26-83	4

TOTAL STAYS - 14

TOTAL DAYS - 50

AVERAGE STAY - 3.57

DEFENDANT'S EXHIBIT 12(C)

JON WILANDER

1984 JOB OFFER

- February 9, 1984 - Letter from Mrs. Wilander returning checks, copy of Jon's release from the doctor in Athens, Greece with a request to be advised of any job possibilities.
- April 18, 1984 - Telex 4-4252 NOLA to Dubai advised Wilander available for work and request if anything available.

- April 19, 1984 - Telex NL/4-817 Dubai to NOLA - advised no current or projected requirement.
- August 7, 1984 - Telex NL/8-244 Dubai to NOLA advised NOLA manpower request for Paint Foreman in Egypt Fabrication Yard approved.
- August 8, 1984 - Telex 8-2343 NOLA to Dubai advised Wilander declined as he was still experiencing medical problems.

Feb. 9, 1984

Bonnie,

The check I'm sending you is not the latest one you've sent but as soon as I get it, I'll return it to you. I'm gathering brochures and information for Mrs. Dunaway and I'll get it to her quickly.

Also enclosed is a copy of Jon's release from the Dr. in Athens dated 11-1-83.

Let us hear from you, if there's a chance of Jon going back to work.

Georgia Wilander
Rt. 8 Box 796
Lake Charles, LA.
70605
318-478-2369

ADVANCED RESEARCH AND THERAPEUTIC
INSTITUTE OF ATHENS

"O ENCEPHALOS, S.A.

CONSULTANT NEUROSURGEON
Z. KAPSALAKIS

11, Patriarchou Ioakim Street
Athens 139
Greece

726.407
Phone 6827.791

z.k/ad

1-11-83

RE: Mr. CHARLES WILANDER

F.U_p examination

The patient today is in good general condition. The
wound is well healed.

He is in a good condition for going back to work.

Z. KAPSALAKIS

CONSULTANT NEUROSURGEON

/s/ (illegible)

Received FEB 13, 1984 - Personnel Department

Msg: @12M/JH460 Line: 6 Hdr: 1

ZCZC FFA059

DUBOC

.ORLOCOC

MSG JH460

MSG. REF. NO. 4-4252

APRIL 18, 1984

0111GMT

TO: I. SPEIRS/DUBAI

FM: B. WALDRON/NOLA

INFO: L. OWENS/DUBAI

BT

CONFIDENTIAL

JON WILANDER IS AVAILABLE FOR WORK. PLEASE
ADVISE IF YOU ANTICIPATE ANYTHING IN THE
NEAR FUTURE. ALSO PLEASE ADVISE IF HE WAS
HOLDING A RESIDENT'S VISA AND IF IT HAS BEEN
CANCELLED. FYI HIS NEW CONTACT INFO IS:

1413 W. AUTUMNWOOD LANE
LAKE CHARLES, LA 70605
PHONE: 318-478-2369

REGARDS

BT/JH

NNNN

TIME: 01-12 04/18/84 GMT

Connect Time: 18 seconds

Rcv: @1IM/6.11896 Line: 6

ZCZC FFA058 DUA 045

ORLOC

.DUBOCOC

TELEX NO: NL/04-817

APRIL 19, 1984

TO: B. WALDRON/NOLA

FR: I. SPEIRS/DUBAI

BT

CONFIDENTIAL

SUB: JON WILANDER

REF. UR TLX 4-4252

REGRET TO ADVISE THAT WE HAVE NO CURRENT
OR PROJECTED REQUIREMENT FOR ABOVE NAMED.
WE WILL, HOWEVER, KEEP HIM UNDER REVIEW. HIS
RESIDENCE VISA WILL EXPIRE ON OCTOBER 25, 1985.

THANKS FOR PROVIDING THE UPDATE ON HIS
ADDRESS.

BT/MF

=04200606
FFA058

NNNN
Time: 06:07 04/20/84 GMT
Connect Time: 64 seconds

ORLOC CA100
DUBOCOC

TELEX NO: NL/08-244 AUGUST 07, 1984

TO: V. FULHAM/NOLA
FR: I. SPEIRS/DUBAI
INFO: D. DILOSA/CAIRO

BT
CONFIDENTIAL

SUB: MPR E-554 - PAINT FOREMAN

DUBAI MANAGEMENT APPROVAL HAS BEEN
OBTAINED FOR SUBJECT MPR. DETAILS AS FOL-
LOWS:

CORE CLASSIFICATION	:	PAINT FORE- MAN
CORE NO.	:	7700
CONTRACT TYPE	:	ONE YEAR/ J.C.
WORK LOCATION	:	AIN SOUKHNA
DATE REQUIRED	:	A.S.A.P.
RATE OF PAY	:	PER MIDDLE EAST PAY SCALES
STATUS	:	SINGLE

CANDIDATE IS JON WILANDER.

BT/MF
NNNN

Msg: @11M/08-002343 Line: 6 Hdr: 1
ZCZC FFA260
DUBOC CAIOC
.ORLOCOC
Msg.Ref.No 08-002343
22:34 08/08/84 GMT

TO: IAN SPEIRS/DUBAI

FM: V. FULMAN/NOLA

INFO: D. DILOSA/CAIRO
L. CLARK/NOLA

BT

CONFIDENTIAL

SUBJ: E554 - PAINT FOREMAN

CANDIDATE JON WILANDER HAS DECLINED THE
ABOVE POSITION. REASON IS HE IS STILL EXPERI-
ENCING MEDICAL PROBLEM RELATED TO HIS PRE-
VIOUS ACCIDENT. PLEASE ADVISE ALTERNATE
CANDIDATES. WOULD RAY WHITCHARD BE CON-
SIDERED AS A PERMANENT IF HE PERFORMS WELL
ON HIS PRESENT 3 MONTH OR JOB COMPLETION
CONTRACT?

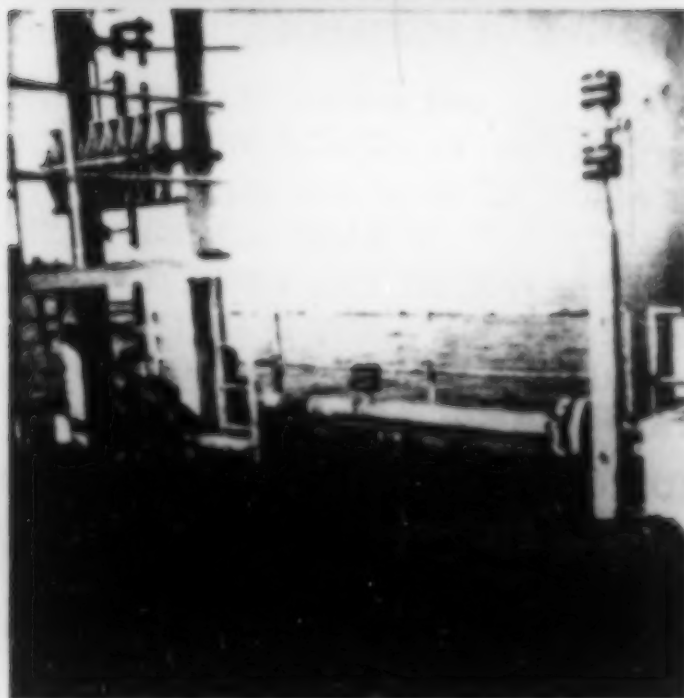
REGARDS

BT/JH
NNNN
Time: 22-37 08/08/84 GMT
Connect Time: 21 seconds

215

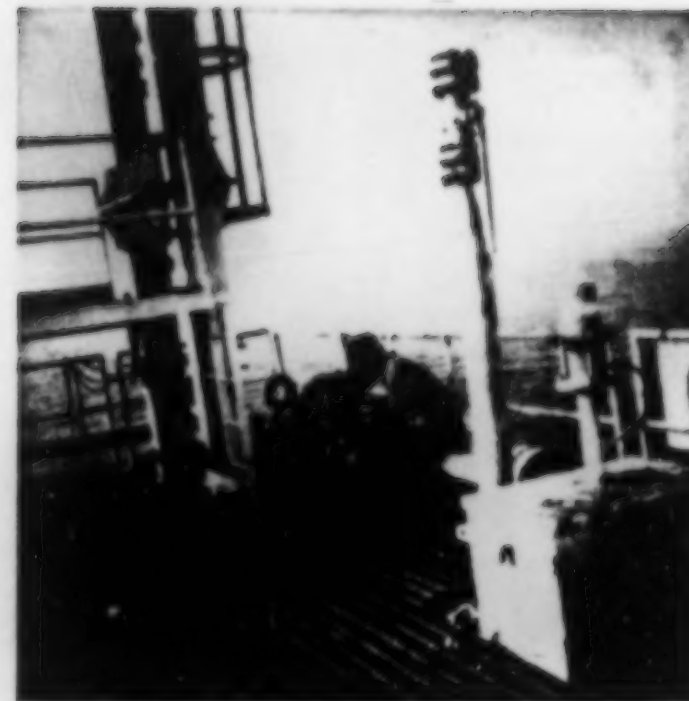


PHOTOGRAPH NO 1

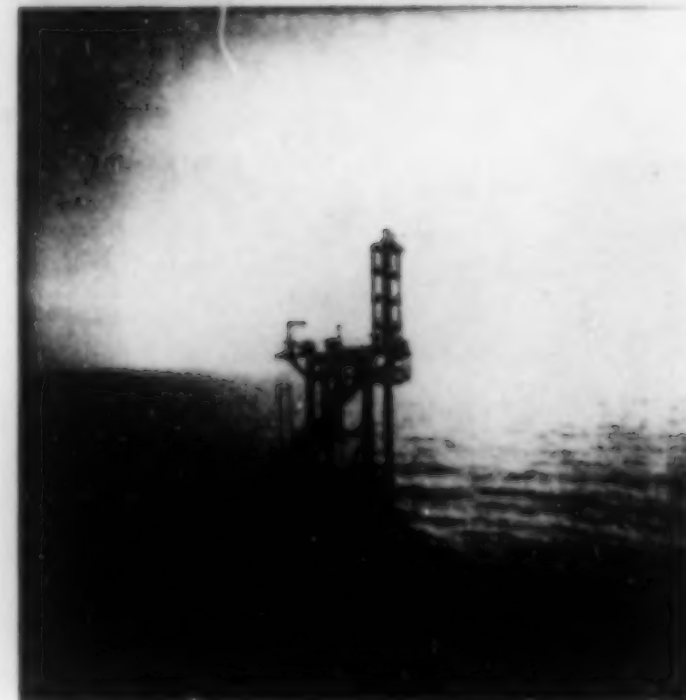


PHOTOGRAPH NO 2

216



PHOTOGRAPH NO 3



PHOTOGRAPH NO 4

217



PHOTOGRAPH NO 5



PHOTOGRAPH NO 6

218

